

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	:	Chapter 11
ALDRICH PUMP LLC, <i>et al.</i> , ¹	:	Case No. 20-30608
Debtors.	:	
ALDRICH PUMP LLC, <i>et al.</i> ,	:	
Plaintiffs,	:	
v.	:	Adv. Pro. No. 20-03041
THOSE PARTIES LISTED ON APPENDIX	:	
A TO COMPLAINT and JOHN AND JANE	:	
DOES 1-1000,	:	
Defendants.	:	

NOTICE OF FILING OF PARTIALLY UNREDACTED SUPPLEMENTAL
MEMORANDUM OF THE OFFICIAL COMMITTEE OF ASBESTOS CLAIMANTS IN
OPPOSITION TO DEBTORS' MOTION FOR PRELIMINARY INJUNCTION OR
DECLARATORY RELIEF, AND
CERTAIN UNSEALED EXHIBITS THERETO

The Official Committee of Asbestos Personal Injury Claimants (the “Committee” or “ACC”) of Aldrich Pump LLC and Murray Boiler LLC (the “Debtors”), by and through its undersigned counsel, hereby files this Notice of Filing Partially Unredacted Supplemental Memorandum of the Official Committee of Asbestos Claimants in Opposition to Debtors’ Motion

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



for Preliminary Injunction or Declaratory Relief, and Certain Unsealed Exhibits Thereto (the “**Notice**”). In support of the Notice, the Committee respectfully states as follows:

1. On April 19, 2021, the Committee filed its *Supplemental Memorandum of the Official Committee of Asbestos Claimants in Opposition to Debtors’ Motion for Preliminary Injunction or Declaratory Relief* (the “**Supplemental PI Opposition**”) [Adv. Dkt. 179], which included Exhibits A through O. Portions of the Supplemental PI Opposition were redacted, and Exhibits A, B, C, D, E, F, G, H, I, J, and M were filed under seal, pursuant to the Agreed Protective Order Governing Confidential Information (the “**Protective Order**”) [Case No. 20-30608; ECF 345]. On April 19, 2021, the Committee filed a *Motion to File Confidential Documents under Seal* (the “**Motion to Seal**”)[Adv. Dkt. 181] related to the redacted portions of the Supplemental PI Opposition and sealed Exhibits A, B, C, D, E, F, G, H, I, J, and M. On June 25, 2021, the Court entered an Order granting the Motion to Seal [Adv. Dkt. 290].

2. Since the filing of the Supplemental PI Opposition, the Committee has received designations of confidential information for the deposition transcripts and deposition exhibits from which excerpts were attached as exhibits to the Supplemental PI Opposition. Based upon such designations, certain redactions in the body of the Supplemental PI Opposition can be removed, and Exhibits C, G, and M can be unsealed in their entirety. Additionally, Exhibits A, B, and D can be unsealed with limited redactions. Exhibits E, F, H, I, and J shall remain sealed in accordance with the Court’s order granting the Motion to Seal.

3. Accordingly, attached hereto are a partially redacted copy of the Supplemental PI Opposition, unsealed Exhibits C, G, and M, and unsealed Exhibits A, B, and D with limited redactions.

Dated: June 30, 2021

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

In re	:	
	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , ¹	:	Case No. 20-30608
	:	
Debtors.	:	
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ALDRICH PUMP LLC, <i>et al.</i> ,	:	
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Plaintiffs,	:	
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v.	:	Adv. Pro. No. 20-03041
	:	
THOSE PARTIES LISTED ON APPENDIX	:	
A TO COMPLAINT and JOHN AND JANE	:	
DOES 1-1000,	:	
	:	
Defendants.	:	
	:	

**SUPPLEMENTAL MEMORANDUM OF THE OFFICIAL COMMITTEE OF
ASBESTOS PERSONAL INJURY CLAIMANTS IN OPPOSITION TO DEBTORS'
MOTION FOR PRELIMINARY INJUNCTION OR DECLARATORY RELIEF**

Dated: April 19, 2021

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.

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The Official Committee of Asbestos Personal Injury Claimants (“**Committee**”), by and through its undersigned counsel, hereby submits this supplemental memorandum in further opposition to the *Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or (II) Declaring That the Automatic Stay Applies to Such Actions, and (III) Granting a Temporary Restraining Order Pending a Final Hearing*, which was filed by the Debtors, Aldrich Pump LLC (“**Aldrich**”) and Murray Boiler LLC (“**Murray**”), on June 18, 2020 (ECF No. 2) (“**Motion**”).² The Committee files this supplemental memorandum in accordance with paragraph 10 of this Court’s Second Amended Case Management Order (ECF No. 166) based on documentary evidence and deposition testimony recently attained in discovery. For all the reasons explained herein and in the initial Opposition Brief, the Motion should be denied.

INTRODUCTION

The Debtors are the result of a series of transactions completed on May 1, 2020, which are referred to as the Corporate Restructuring. The centerpiece of the Corporate Restructuring was the so-called “divisional mergers” under Texas law, in which each of the Debtors’ predecessors essentially divided themselves into two companies, with one company receiving substantially all of the operating assets and the other company receiving all of the asbestos liabilities. Thus, “old” Ingersoll-Rand divided into Aldrich and TTC, with Ingersoll-Rand’s asbestos liabilities allocated to Aldrich. In similar fashion, “old” Trane divided into Murray and “new” Trane, and “old” Trane’s asbestos liabilities were allocated to Murray. Forty-nine days later, Aldrich and Murray filed chapter 11 in this Court. The planning and implementation of the Corporate Restructuring was codenamed “Project Omega.”

² Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the *Opposition of the Official Committee of Asbestos Personal Injury Claimants to the Debtors’ Motion for Preliminary Injunction or Declaratory Relief*, dated April 2, 2021 (ECF No. 151) (“**Opposition Brief**”).

Nothing in the recent discovery undercuts the Committee’s showing in the preliminary opposition that this Corporate Restructuring was manipulative, abusive, and inconsistent with fundamental bankruptcy principles and protections. To the contrary, the new evidence also strongly supports the denial of the preliminary injunction.

ADDITIONAL FACTUAL BACKGROUND

I. PROJECT OMEGA: GENESIS AND SECRECY

The genesis of Project Omega has been attributed to the general counsel of IR plc, Evan Turtz,³ who is currently general counsel of Trane Technologies plc (“**Trane plc**”), the Debtors’ ultimate parent holding company.⁴ Mr. Turtz was also “instrumental” in moving Project Omega forward.⁵ According to Mr. Turtz, the legacy asbestos liabilities of Ingersoll-Rand and Trane were the topic of “lots of business discussions” when he joined Ingersoll-Rand in 2004.⁶ After he became Ingersoll-Rand’s general counsel on April 4, 2019,⁷ Mr. Turtz received and read a brief in the *Bestwall* case and thought that a bankruptcy resolution for the asbestos claims against Ingersoll-Rand and Trane “would potentially be interesting.”⁸ Shortly thereafter, in the spring of 2019, Mr. Turtz was in contact with the Jones Day bankruptcy team,⁹ and Project Omega was soon launched.¹⁰

Project Omega was conducted under a veil of secrecy,¹¹ [REDACTED]

[REDACTED]

³ See Opposition Brief at 8 n.29.

⁴ Turtz Dep. 21:15-22:4, Apr. 5, 2021 (attached hereto as **Exhibit A**).

⁵ Debtors 30(b)(6) Dep. 24:3-10 (Tananbaum), Apr. 12, 2021 (attached hereto as **Exhibit B**).

⁶ Turtz Dep. 32:21-25; 33:3-9.

⁷ *Id.* at 23:16-22.

⁸ *Id.* at 57:6-14.

⁹ *Id.* at 54:22-55:7; 57:24-58:2; 66:11-16.

¹⁰ See Opposition Brief at 8 & n.28.

¹¹ Debtors 30(b)(6) Dep. 214:3-25 (Tananbaum).

[REDACTED].”¹² Project Omega was not disclosed to asbestos claimants or their attorneys prior to the Corporate Restructuring.¹³ Before employees could work on Project Omega, they were required to sign nondisclosure agreements to keep the project confidential.¹⁴ Although knowledge of the project was kept to a relatively small number of employees, Project Omega had the attention and involvement of executives at the “highest levels of the organization,” including the chief executive officer of IR plc (now Trane plc), Michael Lamach.¹⁵

II. PROJECT OMEGA’S ULTIMATE GOAL: CHAPTER 11

Since its inception, the sole objective of Project Omega was the commencement of a § 524(g) bankruptcy case. During discovery in this proceeding, however, deposition witnesses insisted that the purpose of Project Omega and the Corporate Restructuring was to provide the Debtors with “options” and “flexibility” in addressing their asbestos liabilities.¹⁶ In doing so, these witnesses echoed the *exact same words* used by their corporate counterparts to describe “Project Horizon” in the *DBMP* bankruptcy.¹⁷ According to these witnesses, a bankruptcy filing to obtain

¹² Tananbaum Dep. Ex. 190, at 1 (TRANE_0014949) (Opposition Brief, Ex. J).

¹³ Debtors 30(b)(6) Dep. 217:18-22 (Tananbaum).

¹⁴ *Id.* at 214:3-11; Turtz Dep. 61:17-20; 61:24-62:2; Brown Dep. 98:13-24, Apr. 1, 2021 (attached hereto as **Exhibit C**).

¹⁵ Brown Dep. 61:15-21; 132:14-133:20; Turtz Dep. 145:24-146:15; 198:18-199:4.

¹⁶ Debtors 30(b)(6) Dep. 37:20-38:6 (Tananbaum) (“Q. Does flexibility refer to anything else besides the option to file a bankruptcy case? A. Well in fairness, *flexibility* would refer to the ability to choose among *options*, whether it be a Chapter 11 524(g) filing or some other *option* to attempt a global resolution of the debtors’ asbestos issues, or whether it meant to just soldier on in the tort system under a status quo approach.” (emphasis added)); Turtz Dep. 265:7-14 (“A. What I would tell you is that the boards looked, and I know Allan was part of that—looked both back in time and then with the two entities that ultimately filed and looked at lots of different *options* and, ultimately, it appears from the minutes he recommended the bankruptcy, which was a very viable *option*.” (emphasis added)); Non-Debtor Affiliates 30(b)(6) Dep. 32:20-23 (Kuehn), Apr. 9, 2021 (“My understanding, [Project Omega] . . . was a project to evaluate *options* with respect to the asbestos liabilities held by—at the time, Ingersoll Rand, PLC.” (emphasis added)) (attached hereto as **Exhibit D**); Brown Dep. 74:2-5 (“A. The *flexibility*, giving *flexibility* to the entities was discussed at that time. That was our primary goal for the restructuring” (emphasis added)).

¹⁷ [REDACTED]

§ 524(g) relief was merely one of four “options” that Project Omega members, and later the Aldrich and Murray boards of managers, deliberated on until the Aldrich and Murray boards adopted resolutions authorizing the chapter 11 filings on June 17, 2020.¹⁸ Mr. Allan Tananbaum, the Debtors’ chief legal officer, recently testified that the minutes of the Aldrich and Murray board meetings were used as a means of “creating” a “record” that the four options had been duly considered¹⁹—the same minutes initially drafted by Jones Day attorneys and then reviewed and edited, when necessary, by Mr. Tananbaum.²⁰

Despite the witnesses’ posturing on “flexibility” and “options,” the evidence reflects that bankruptcy was the sole objective of Project Omega. For example, as noted above, Project Omega began shortly after Mr. Turtz read the *Bestwall* brief and communicated with the Jones Day bankruptcy team in the spring of 2019. Around this time, Mr. Turtz first discussed the “potential” bankruptcy with CEO Michael Lamach.²¹ At the time Jones Day was retained for Project Omega, Mr. Turtz was “aware” of the *Garlock* bankruptcy case.²² Mr. Turtz sent copies of the *Bestwall* brief to Robert Zafari and Marc DuFour as part of his initial overtures to have them join the boards of what would become the Debtors, as “independent” board members.²³ Mr. Turtz also sent the *Bestwall* brief to Ray Pittard, currently the Debtors’ chief transformation officer, and discussed the “potential” bankruptcy filing with CEO Michael Lamach and others in September 2019.²⁴ At his deposition, Mr. Turtz said he was not aware of any Project Omega “workflow stream document”

_____ (emphasis added)) (attached hereto as **Exhibit F**), with *supra* note 16 and accompanying text.

¹⁸ Turtz Dep. 265:7-14; Debtors 30(b)(6) Dep. 255:12-22, 25, 256:9-257:5, 263:16-19, 264:2-265:3, 265:22-266:8, 268:3-268:18 (Tananbaum).

¹⁹ Debtors 30(b)(6) Dep. 252:3-12; 253:15-254:7 (Tananbaum).

²⁰ Tananbaum Dep. 272:25-273:5 (attached hereto as **Exhibit O**).

²¹ Turtz Dep. 199:18-20; 199:22-25.

²² *Id.* at 66:8-10.

²³ *Id.* at 162:12-19; 163:7-164:2; Turtz Dep. Ex. 212 (attached hereto as **Exhibit G**).

²⁴ *Id.* at 199:5-25.

pertaining to any nonbankruptcy “options.”²⁵ And he saw bankruptcy as the “leading” outcome and a “very viable option,” while the other alleged “options” were marred by “difficulties.”²⁶

Other internal communications that were not composed or edited by lawyers reveal that bankruptcy was the true objective all along. For example, on December 4, 2019, the day following a scheduled six-hour meeting of the Project Omega team,²⁷ [REDACTED]

[REDACTED]²⁸ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]²⁹ [REDACTED]

[REDACTED]³⁰ [REDACTED]

[REDACTED]³¹ Mr.

Paeper’s email was sent on December 4, 2019—several months before the Corporate Restructuring and the Debtors’ chapter 11 filings. At their Rule 30(b)(6) deposition, the Debtors’ representative, Mr. Tananbaum, acknowledged Mr. Paeper’s statement.³² When asked about Mr. Paeper’s stated “final objective” of merging the “operating entities, Arctic Chill US and Chem-Lab, . . . back into Trane US Inc.,” presumably on emergence from chapter 11, all Mr. Tananbaum could muster was, “I don’t know what Mr. Paeper meant here. I don’t think there’s a present plan one way or the

²⁵ *Id.* at 127:25-128:3; 128:5-14; 128:16-129:2.

²⁶ *Id.* at 130:8-13; 193:10-12; 193:14-23; 268:2-6.

²⁷ *Id.* at 143:7-17.

²⁸ Valdes Dep. Ex. 18, at 1 (TRANE_00006711) (Opposition Brief, Ex. O).

²⁹ *Id.* (emphasis added)

³⁰ *Id.*

³¹ *Id.*

³² Debtors 30(b)(6) Dep. 42:24-45:14 (Tananbaum).

other.”³³ [REDACTED]

[REDACTED].”³⁴ This was more than six months before Mr. Valdes and the Debtors’ other board members voted to move forward with the chapter 11 filings. Importantly, when questioned about this email, Mr. Turtz agreed that Mr. Paeper had accurately described the substance of the Project Omega meeting that had taken place the preceding day.³⁵

In the *Bestwall* and *DBMP* cases, the Texas divisional mergers forming the debtors were shortly followed by chapter 11 filings. The same thing happened as to Aldrich and Murray. The evidence described above and in the Committee’s Opposition Brief shows that the bankruptcy filings in this Court were the true objective that drove Project Omega forward.

III. UPSTREAMING OF CASH BY NON-DEBTOR AFFILIATES

“ [REDACTED]

[REDACTED]³⁶ [REDACTED]

[REDACTED]³⁷ [REDACTED]

[REDACTED]³⁸ [REDACTED]

³³ *Id.* at 47:13-48:7.

³⁴ Valdes Dep. Ex. 18, at 1 (TRANE_00006711) (Opposition Brief, Ex. O).

³⁵ Turtz Dep. 139:9-15, 139:18-22, 139:24-140:4, 140:6-10.

³⁶ Non-Debtor Affiliates 30(b)(6) Dep. 74:11-17 (Kuehn).

³⁷ *Id.* at 74:17-19.

³⁸ *Id.* at 134:8-18.

[REDACTED]³⁹ [REDACTED]

[REDACTED]

[REDACTED]⁴⁰ [REDACTED]⁴¹ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]⁴²

[REDACTED]

[REDACTED]

[REDACTED]⁴³ [REDACTED]

[REDACTED]

[REDACTED]⁴⁴ [REDACTED]

[REDACTED]

[REDACTED]⁴⁵ [REDACTED]

[REDACTED]

[REDACTED]⁴⁶ Were TTC and “new” Trane in bankruptcy, this form of “cash management” between a debtor and a nondebtor parent would be impermissible.

[REDACTED]

[REDACTED]⁴⁷ [REDACTED]

³⁹ *Id.* at 134:19-25.

⁴⁰ *Id.* at 135:2-10.

⁴¹ Non-Debtor Affiliates 30(b)(6) Dep. 135:11-14 (Kuehn)

⁴² *Id.* at 135:15-20.

⁴³ Non-Debtor Affiliates 30(b)(6) Dep. Ex. 222 (Kuehn), at 1 (attached hereto as **Exhibit H**).

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ Non-Debtor Affiliates 30(b)(6) Dep. 99:2-6; 99:9-21; 103:6-10 (Kuehn).

SUPPLEMENTAL ARGUMENT

**THIS COURT SHOULD DENY THE MOTION,
INCLUDING THE REQUESTED PRELIMINARY INJUNCTION**

A party seeking a preliminary injunction under 11 U.S.C. § 105(a) must make a clear showing that (1) it is *likely* to succeed on the merits, (2) it is *likely* to suffer irreparable harm if the injunction is not granted, (3) the balance of equities tips in its favor, and (4) the injunction is in the public interest.⁴⁹ The evidence adduced recently from document productions and depositions show that the Debtors have failed to meet this four-part standard and are not entitled to the extraordinary remedy of an indefinite, nationwide preliminary injunction. As explained below, the Debtors are no closer to achieving a consensual § 524(g) plan than they were 10 months ago when they filed their Motion. Moreover, the Debtors have not only failed to show any *likelihood* of irreparable harm absent an injunction but cannot show any harm at all. If the Funding Agreements provide uncapped and unlimited sources of funding, as the Debtors represent, then the Debtors cannot point to any asbestos lawsuits or indemnification claims that would not be covered by the Funding Agreements or their insurance. Furthermore, the balance of equities tips decisively *against* a preliminary injunction, as the Debtors are engaging in a scheme to confer the benefits of bankruptcy without the attendant burdens on nondebtors, chiefly TTC and Trane. A preliminary injunction is the final step necessary to accomplish that scheme, which this Court should not allow.

⁴⁸ *Id.* at 59:25-60:8; 60:10-16; Non-Debtor Affiliates 30(b)(6) Dep. Ex. 216 (Kuehn) (attached hereto as **Exhibit I**); Non-Debtor Affiliates 30(b)(6) Dep. Ex. 218 (Kuehn) (attached hereto as **Exhibit J**).

⁴⁹ *Winter v. Nat'l Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008); *see also Maaco Franchising, LLC v. Ghirimoldi*, No. 3:15-cv-99, 2015 WL 4557382, at *2 (W.D.N.C. July 28, 2015) (“When considering whether to grant a preliminary injunction, the Fourth Circuit applies the standard articulated by the Supreme Court in *Winter*.”).

For all the reasons set forth herein and in the Committee’s Opposition Brief, the Motion should be denied.

I. THE DEBTORS FAIL TO SHOW A LIKELIHOOD OF SUCCESS ON THE MERITS

The Debtors fail to show that a reorganization *with § 524(g) relief* is likely. They still have not filed a chapter 11 plan in this case.⁵⁰ Nor are they close to attaining a consensual one. At the Debtors’ Rule 30(b)(6) deposition, their representative, Mr. Tananbaum expressed his belief that “the team at Jones Day . . . has sort of been thinking about and broadly speaking working on a plan.”⁵¹ But he was unsure whether the Jones Day team had actually started drafting one.⁵²

The Debtors have reportedly shared a draft term sheet with the future claimants’ representative (“FCR”)—but not with the Committee—and that term sheet does not include a proposed contribution amount to a § 524(g) trust.⁵³ The FCR has not yet responded to the Debtors.⁵⁴ Similarly, Mr. Tananbaum characterized discussions between the Debtors and their Insurers as “moving in the direction of reaching a consensual plan.”⁵⁵ As with the Debtors’ communications with the FCR, the Committee is not privy to the Debtors’ discussions with their Insurers, and nothing substantiates Mr. Tananbaum’s characterization of those discussions. Based on Mr. Tananbaum’s testimony, it appears that the Debtors have merely provided the Insurers with updates on their chapter 11 cases; those two sides have not begun negotiating in earnest on the Insurers’ potential contributions to a trust.⁵⁶ And the Insurers have not been involved in term sheet

⁵⁰ Debtors 30(b)(6) Dep. 180:19-22 (Tananbaum).

⁵¹ *Id.* at 181:2-7.

⁵² *Id.* at 181:8-11; 181:13; 181:17-21.

⁵³ *Id.* at 182:25-183:4; 184:4-7.

⁵⁴ *Id.* at 184:8-14.

⁵⁵ *See id.* at 184:24-185:14.

⁵⁶ Debtors 30(b)(6) Dep. 186:11-187:4 (Tananbaum).

discussions with the FCR.⁵⁷ The Debtors admit that they are “basically talking to everybody except the [Committee]” regarding a § 524(g) plan, and have made virtually no progress to show for their limited efforts.⁵⁸ A § 524(g) reorganization requires at least 75% of the *current* claimants voting on a § 524(g) plan to vote in favor of that plan.⁵⁹ The Debtors are nowhere closer to attaining a § 524(g) plan than they were 10 months ago when they filed their Motion.

The recent depositions also undercut the Debtors’ assertion that they are entitled to a “rebuttable presumption” that a successful reorganization is likely based on their alleged good-faith filing and good-faith effort to reorganize.⁶⁰ When asked in deposition to explain “the basis for the statement that the debtors filed the bankruptcy in good faith,” Mr. Tananbaum replied, “[n]ow you’re like asking me when did I stop beating my wife?”⁶¹ He then asserted that the Debtors had “transparently explained what we did around the restructuring” and “that the debtors have the same ability to fund cases that the predecessor companies did.”⁶² But the process has been anything but transparent. Project Omega was conducted in secret. Asbestos claimants and their attorneys were never told about Project Omega prior to the Corporate Restructuring.⁶³ Both in-house lawyers and outside counsel routinely attended Project Omega meetings and meetings of the Debtors’ respective boards to attempt to cloak the Corporate Restructuring and decision to file for bankruptcy under a veil of privilege.⁶⁴

⁵⁷ *Id.* at 187:12-15.

⁵⁸ *See id.* at 184:24-185:16.

⁵⁹ *See* 11 U.S.C. § 524(g)(2)(B)(ii)(IV)(bb).

⁶⁰ Motion at 25; Debtors 30(b)(6) Dep. 213:11-14 (Tananbaum).

⁶¹ Debtors 30(b)(6) Dep. 213:7-11 (Tananbaum).

⁶² *Id.* at 213:14-21.

⁶³ *Id.* at 217:18-22.

⁶⁴ Pittard Dep. 196:16-19, Mar. 17, 2021 (“This particular project, because of the privilege and sensitive nature of some of the attorney-client privilege that was involved, it was a little bit different.”) (attached hereto as **Exhibit K**); Tananbaum Dep. 149:7-151:6 (stating that the general counsel chaired all weekly Project Omega meetings and that counsel were at all important meetings of Project Omega); Turtz Dep. 222:11-24; 234:22-235:14; 235:24-236:5.

Moreover, the almost ubiquitous involvement of attorneys in Project Omega and in the Debtors' board meetings underscores how the Corporate Restructuring and the decision to file bankruptcy were carefully choreographed by lawyers and not driven by business people. For example, Mr. Turtz, general counsel of Trane plc, in conjunction with other executives, hand-picked the members of the Debtors' boards.⁶⁵ Each of those boards is composed of two "non-independent" managers and one "independent" manager.⁶⁶ The "independent" managers were brought in due to "corporate form" and because "having someone from the outside is . . . always a good thing."⁶⁷ But the so-called "independent" board members had been longtime employees of the Ingersoll-Rand organization before their retirements, and Mr. Turtz had known them for years.⁶⁸ When asked whether he had considered for the board positions any individuals who had never worked for Ingersoll-Rand or Trane, Mr. Turtz replied, "We just didn't."⁶⁹ It bears emphasis too that, in the run-up to bankruptcy, Mr. Tananbaum chaired all meetings of the Aldrich and Murray boards, even though he is not officially a board member.⁷⁰ And the minutes of those meetings were initially drafted by the team at Jones Day, not Mr. Tananbaum or any other officer or employee of the Debtors.⁷¹

In sum, there is no transparency. The Corporate Restructuring and chapter 11 filings were carefully orchestrated at the direction of in-house lawyers and outside counsel, who have now resorted to privilege claims to stymie the Committee's discovery efforts. The Debtors are not entitled to a "rebuttable presumption" that a successful § 524(g) reorganization is likely.

⁶⁵ Turtz Dep. 154:10-18.

⁶⁶ *Id.* at 136:24-137:22.

⁶⁷ *Id.* at 152:21-153:5; 153:11-16; 153:19-154:4; 154:7-9.

⁶⁸ *Id.* at 157:11-158:7.

⁶⁹ *Id.* at 156:15-19.

⁷⁰ Tananbaum Dep. 271:5-22; 49:10-50:2.

⁷¹ *Id.* at 272:25-273:5.

II. THE DEBTORS CANNOT SHOW A LIKELIHOOD OF IRREPARABLE HARM

The evidence adduced recently further refutes the Debtors' claims that they could suffer irreparable harm without a preliminary injunction.

A. Potential Indemnification Claims Do Not Present a Likelihood of Irreparable Harm

The Debtors have failed to show that they would be irreparably harmed by indemnification claims arising from agreements entered into prior to bankruptcy, including the contrived indemnification obligations incurred as part of the Corporate Restructuring.⁷² Any indemnification claims arising from prepetition agreements are prepetition claims.⁷³ As such, those claims would be subject to the automatic stay and handled in the normal claims administration process. The Debtors thus have no rational basis or "practical obligation"⁷⁴ to defend any Non-Debtor Affiliate or Indemnified Party sued for asbestos liability in the tort system. And the Debtors admit that no indemnification agreement imposes a duty to defend on them.⁷⁵

Moreover, the Debtors posit that the cash available under the Funding Agreements is "potentially limitless."⁷⁶ If that is the case, then indemnification claims, including those asserted by TTC and Trane, pose no risk to the Debtors or their reorganization. There is *no evidence* that

⁷² Aldrich Plan of Divisional Merger ¶ 9(b) (May 1, 2020) (Opposition Brief, Ex. X); Murray Plan of Divisional Merger ¶ 9(b) (May 1, 2020) (Opposition Brief, Ex. Z); Aldrich Support Agreement § 3 (May 1, 2020) (Opposition Brief, Ex. DD); Murray Support Agreement § 3 (May 1, 2020) (Opposition Brief, Ex. PP); Tananbaum Supp. Decl. ¶ 15 (stating that Debtors' indemnification obligations arise from same).

⁷³ "Where an indemnification agreement is entered into prior to a bankruptcy filing, such an execution gives the indemnitee a contingent prepetition claim. This is so even where the conduct giving rise to indemnification occurs postpetition." *In re Highland Grp., Inc.*, 136 B.R. 475, 481 (Bankr. N.D. Ohio 1992) (citations omitted); *In re Bentley Funding Grp.*, No. 00-13386, 2001 WL 34054525, at *2 (Bankr. E.D. Va. Jan. 2, 2001) ("While it seems clear that while AXA's indemnification claim for the post-petition expenditures did not technically mature until after the debtor's bankruptcy petition was filed, the claim had existed as a *contingent claim* since the date of the [prepetition] indemnification agreement's execution.").

⁷⁴ Debtors 30(b)(6) Dep. 124:9-11; 124:13-16; 124:18-125:5 (Tananbaum).

⁷⁵ *Id.*

⁷⁶ Debtors 30(b)(6) Dep. 111:11-14 (Tananbaum) ("Q. Is it the debtors' view that the funding agreement is potentially limitless? A. That's correct.").

TTC and Trane cannot pay asbestos claims in the tort system *and* adequately fund a § 524(g) trust for the Debtors. And, even if the Debtors ultimately had to use their own cash to indemnify the Non-Debtor Affiliates and Indemnified Parties for claims paid in the tort system, whatever funding shortfall the Debtors would experience would be erased by TTC and Trane's "uncapped" obligations under the Funding Agreements to pay chapter 11 costs and fund a § 524(g) trust.⁷⁷ In other words, the net result would be a wash, without harm or injury to the Debtors or their reorganization. Where, as here, there is no likelihood of irreparable harm, there can be no injunction.

B. Mere Risk of Res Judicata or Collateral Estoppel Does Not Present a Likelihood of Irreparable Harm

The Debtors' arguments about the possibility of res judicata and collateral estoppel being invoked against them are speculative and without evidence. At their Rule 30(b)(6) deposition, the Debtors' corporate representative, Mr. Tananbaum, was unaware of any instance where res judicata or collateral estoppel had been invoked against any of the Debtors or their predecessors.⁷⁸ He also could not think of an example of res judicata being asserted by an asbestos plaintiff against an asbestos defendant.⁷⁹ Mr. Tananbaum nevertheless insisted that "past is prologue" is not the test applicable to the Debtors' Motion.⁸⁰ Yet, the Debtors' predecessors defended themselves against asbestos suits in the tort system for decades. Despite their long history in asbestos litigation, the Debtors cannot point to a single example of res judicata or collateral estoppel being

⁷⁷ Brown Dep. 140:11-15; 140:17-141:3 (referring to the Funding Agreements as an "uncapped resource").

⁷⁸ Debtors 30(b)(6) Dep. 197:13-198:9; 198:12-199:3 (Tananbaum).

⁷⁹ *Id.* at 200:22-201:4.

⁸⁰ *Id.* at 199:25-200:7.

invoked. Without evidence, the Debtors merely indulge in possibilities and speculation, which are not enough to clearly show a likelihood of irreparable harm.⁸¹

C. The Debtors' Warning About Key Personnel Being Diverted From the Reorganization Is Exaggerated and Overblown, and Does Not Establish a Likelihood of Irreparable Harm

The Debtors still have not provided evidence that continued litigation against the Protected Parties would divert the Debtors' "key" personnel from the reorganization and thus cause irreparable harm. [REDACTED]

[REDACTED].⁸² Neither Ms. Bowen nor Ms. Roeder are seconded to the Debtors, and both spend a fraction of their time on work for the Debtors.⁸³ Ms. Roeder spends about 25% to 30% of her time working for the Debtors,⁸⁴ while Ms. Bowen devotes "no greater" than 25% to 30% of her time to the Debtors.⁸⁵ In fact, Mr. Tananbaum referred to Ms. Roeder's and Ms. Bowen's work for nondebtor TTC as their "day job[s]," further demonstrating that they play only a secondary role supporting the Debtors.⁸⁶

Additionally, the in-house lawyers seconded to the Debtors (Messrs. Tananbaum and Sands) are not bankruptcy attorneys and have no specialized experience with this or any other chapter 11 reorganization.⁸⁷ Mr. Tananbaum has said contradictory things about his role in the

⁸¹ See, e.g., *Winter*, 555 U.S. at 22 ("Issuing a preliminary injunction based only on a possibility of irreparable harm is inconsistent with our characterization of injunctive relief as an extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such relief."); *In re Excel Innovations, Inc.*, 502 F.3d 1086, 1098 (9th Cir. 2007) ("Speculative injury cannot be the basis for a finding of irreparable harm.").

⁸² Sands Dep. Ex. 107 (Opposition Brief, Ex. OO).

⁸³ Debtors 30(b)(6) Dep. 232:22-233:25 (Tananbaum).

⁸⁴ *Id.* at 233:11-15.

⁸⁵ *Id.* at 233:16-25.

⁸⁶ *Id.* at 234:9-17 ("[Ms. Bowen] at a minimum has a day job supporting the entirety of Mr. Turret's function. Q. So her day job is the controller? A. Yes, she manages and looks out for cost heading the legal function, how the legal function is performing against its budget, payment cycles, things like that."); 143:13-18 ("I mean both Ms. Roeder and Mr. Valdes are officers and as well as directors of both debtor entities. You know, they're full-time employees of Trane with, you know, day jobs, if you will . . .").

⁸⁷ *Id.* at 39:21-23; 227:24-228:9; Sands Dep. 34:14-19; 38:20-39:5, Mar. 11, 2021 (attached hereto as **Exhibit L**); Tananbaum Dep. 47:25-48:2.

Debtors' reorganization. On the one hand, he has stated that it takes him more time to review and understand the documents that the Debtors intend to file with the Court because he is not a bankruptcy attorney.⁸⁸ On the other hand, Mr. Tananbaum displayed a lack of familiarity with routine documents that the Debtors had previously filed,⁸⁹ none of which he drafted.⁹⁰ And he provided only "minimal input" on those bankruptcy filings.⁹¹ Neither of these situations warrants a finding of irreparable harm.

If Mr. Tananbaum would be diverted because, as a non-specialist overseeing the reorganization, he requires extra time to review bankruptcy filings, such harm would be self-inflicted; the Debtors could have installed a chief legal officer with greater knowledge of bankruptcy. If Mr. Tananbaum defers to the Debtors' bankruptcy counsel on filings, then his increased attention to ongoing asbestos litigation will not materially harm the Debtors' reorganization.

Despite the downsizing of the legal department, Mr. Tananbaum testified that 40 to 60 in-house lawyers still work for the Trane Technologies legal team.⁹² No evidence suggests that no other lawyers could step in and assist with the reorganization if Messrs. Tananbaum and Sands were somehow called away to supervise the defense of Protected Parties in the tort system. If the Debtors do not have enough legal personnel to oversee the reorganization and support the defense of Protected Parties against asbestos lawsuits (which, as noted above, the Debtors are not obligated

⁸⁸ Debtors 30(b)(6) Dep. 228:11-13 (Tananbaum).

⁸⁹ Debtors 30(b)(6) Dep. Ex. 228 (Tananbaum) (attached hereto as **Exhibit M**); Debtors 30(b)(6) Dep. 226:25-227:6 (Tananbaum) ("Q. Do you understand what this motion does? A. I have just the very most general knowledge. It's not something I'm terribly steeped in.").

⁹⁰ Debtors 30(b)(6) Dep. 224:14-15; 226:19-21 (Tananbaum).

⁹¹ *Id.* at 226:16-18 ("I probably saw this, but I don't know that I had much, if any, input.").

⁹² *Id.* at 245:7-246:4.

to do), then any resulting “harm” to the Debtors will be self-inflicted, and self-inflicted harm cannot support injunctive relief.⁹³

Mr. Turtz confirmed in deposition that the in-house asbestos defense team had been downsized after the petition date, and at least four people previously handling asbestos claims no longer work for the legal department.⁹⁴ The Debtors cannot downsize their in-house defense team and then complain to this Court that they will be harmed if the Court does not grant them the equivalent of an automatic stay shielding nondebtors because of such downsizing. The requested injunction should be denied.

III. THE BALANCE OF EQUITIES TIPS DECISIVELY AGAINST A PRELIMINARY INJUNCTION

The evidence recently adduced confirms that the Debtors are engaging in a scheme to confer the benefits of bankruptcy on nondebtors—chiefly, TTC and Trane—while protecting those nondebtors from the burdens of bankruptcy. And those burdens are essential creditor protections, such as debtor transparency, court supervision, and the absolute priority rule. In the name of convenience, the Debtors would allow the nondebtor “Protected Parties” to bypass those essential protections and confer on them the equivalent of the automatic stay, thus shielding them indefinitely from asbestos lawsuits. If an injunction were granted, depriving asbestos victims of their state-law rights and remedies against nondebtors, those victims would be trapped in these chapter 11 cases; their only hope of receiving recompense for their claims would be contingent on their agreeing to a steep “bankruptcy discount” of the Debtors’ asbestos liabilities. Meanwhile, TTC, Trane, and other nondebtors would be free to engage in “business as usual,” channeling their earnings to equity holders and timely paying their non-asbestos creditors in the ordinary course of

⁹³ “If the harm complained of is self-inflicted, it does not qualify as irreparable.” *Caplan v. Fellheimer Eichen Braverman & Kaskey*, 68 F.3d 828, 839 (3d Cir. 1995).

⁹⁴ Turtz Dep. 266:2-267:6.

business. This is not equitable treatment of asbestos creditors that warrants a preliminary injunction (or even a declaratory judgment).

At her deposition, Sara Walden Brown, deputy general counsel of Trane plc, bristled at the suggestion of putting the entire Trane Technologies enterprise into chapter 11. The Trane Technologies enterprise, she asserted, constituted “a healthy company” and was not in financial distress.⁹⁵ “The company,” she explained, “has a very strong balance sheet. We have operating businesses that are very successful and that have continued to grow even during, you know, very stressful times with the pandemic”⁹⁶ Yet, the Debtors are seeking to confer on these “strong” and “healthy” Non-Debtor Affiliates the equivalent of the automatic stay, an essential protection in the event of insolvency, shielding them indefinitely from asbestos lawsuits.⁹⁷ This makes no sense and it is inconsistent with the fundamental bankruptcy principle that debtors must bring both their liabilities and their assets with them into bankruptcy. Nevertheless, from Ms. Brown’s standpoint, placing these Non-Debtor Affiliates into chapter 11 “would not be beneficial to our company, our shareholders, our employees,” and indeed would be “detrimental” to those “stakeholders.”⁹⁸

It is striking that Ms. Brown should specifically mention “shareholders” as among the “stakeholders” that would be adversely affected if the Non-Debtor Affiliates were to file chapter 11. This is because, as a result of the Corporate Restructuring, the Non-Debtor Affiliates, especially “new” Trane, are presently free to engage in “cash management” practices that upstream substantial earnings to the parent holding companies.⁹⁹ [REDACTED]

⁹⁵ Brown Dep. 208:12-209:10.

⁹⁶ *Id.* at 309:21-310:2.

⁹⁷ *See id.* at 208:12-209:6; 309:21-310:2.

⁹⁸ *Id.* at 208:21-25.

⁹⁹ *See supra* notes 36-48 and accompanying text.

[REDACTED]

[REDACTED] 100 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Moreover, these distributions and cash management strategies have put the ultimate parent holding company, Trane plc, in a position to pay handsome dividends to its own shareholders. Some of these shareholders are top-level executives in the Trane Technologies organization, who receive shares as part of their compensation packages.¹⁰¹ So, while asbestos victims are stuck in a lawyer-driven contrived bankruptcy, unable to obtain redress for Ingersoll-Rand's and Trane's asbestos torts, top-level executives in the Trane Technologies organization are feathering their nests with equity shares, on account of which Trane plc is paying dividends on a quarterly basis.¹⁰² And, by keeping Trane plc and the other Non-Debtor Affiliates out of bankruptcy, these executives face no risk of a diminished share price that might result if these nondebtors were to file chapter 11. This is the epitome of inequitable and discriminatory treatment of asbestos creditors that the Court should neither countenance nor reward with a preliminary injunction and is inconsistent with the Bankruptcy Code.

¹⁰⁰ See Non-Debtor Affiliates 30(b)(6) Dep. Ex. 222 (Kuehn), at 1.

¹⁰¹ Non-Debtor Affiliates 30(b)(6) Dep. 41:13-42:12 (Kuehn).

¹⁰² Daudelin Dep. 91:23-93:2; 93:4-8; 93:10; 93:19-94:19; 95:6-11, Mar. 9, 2021 (attached hereto as **Exhibit N**) (Trane plc paid quarterly dividends for each quarter of 2020); *Trane Technologies Increases Dividend 11% and Authorizes New \$2 Billion Share Repurchase Program*, TRANE TECHNOLOGIES (Feb. 4, 2021), <https://investors.tranetechnologies.com/news-and-events/news-releases/news-release-details/2021/Trane-Technologies-Increases-Dividend-11-and-Authorizes-New-2-Billion-Share-Repurchase-Program/default.aspx> (stating that Trane Technologies plc's board of directors authorized an 11% increase to its quarterly dividend payable on March 31, 2021, and that "Trane Technologies [plc] has paid consecutive quarterly cash dividends on its common shares since 1919 and annual dividends since 1910").

At their Rule 30(b)(6) deposition, the Debtors' representative, Mr. Tananbaum, accused the Committee of "dirty pool to have the tort system cases distract personnel, get folks heated up at the same time."¹⁰³ But "dirty pool" may more aptly describe the conduct of the Debtors and their cohorts, engaging in the Corporate Restructuring to obtain the benefits of bankruptcy, in the form of an indefinite litigation stay, while keeping their valuable assets beyond the reach, and outside of the supervision, of this Court.

Mr. Tananbaum also rejoiced in the Debtors' having "the luxury of focus . . . to focus [one] hundred percent on the asbestos issue and not just have it be one of myriad of items that have to be addressed."¹⁰⁴ But "luxury" is not the equivalent of *need*. And *need* is the touchstone for a § 105 injunction, as that section authorizes only relief "that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. For the reasons explained herein and in the Opposition Brief, a § 105 injunction is neither necessary nor appropriate here. Such an injunction is not necessary for the Debtors to reorganize. And it is not appropriate to grant relief that would undermine the essential creditor protections built into the Bankruptcy Code, such as the absolute priority rule. This Court should deny the requested injunction.

CONCLUSION

For all the reasons set forth herein and in the Committee's Opposition Brief, this Court should deny the Motion and grant such other and further relief as this Court deems just and appropriate.

¹⁰³ Debtors 30(b)(6) Dep. 212:2-4 (Tananbaum).

¹⁰⁴ *Id.* at 38:15-19.

Respectfully submitted,

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Dated: April 19, 2021

EXHIBIT A

1 EVAN TURTZ

2 UNITED STATES BANKRUPTCY COURT
3 FOR THE WESTERN DISTRICT OF NORTH CAROLINA
4 CHARLOTTE DIVISION

5 -----x
6 IN RE: Chapter 11
7 No. 20-30608
8 (Jointly Administered)

9 ALDRICH PUMP LLC, et al.,
10 Debtors.

11 -----x
12 ALDRICH PUMP LLC and
13 MURRAY BOILER LLC,
14 Plaintiffs,

15 v. Adversary Proceeding
16 No. 20-03041 (JCW)

17 THOSE PARTIES TO ACTIONS

18 LISTED ON APPENDIX A

19 TO COMPLAINT and

20 JOHN and JANE DOES 1-1000,

21 Defendants.

22 -----x
23 REMOTE VIDEOTAPED DEPOSITION OF

24 EVAN TURTZ

25 APRIL 5, 2021

Reported by:
Sara S. Clark, RPR/RMR/CRR/CRC
JOB No. 192005

<p>Page 2</p> <p>1 EVAN TURTZ</p> <p>2</p> <p>3</p> <p>4</p> <p>5 APRIL 5, 2021</p> <p>6 9:33 a.m. EST</p> <p>7</p> <p>8</p> <p>9 Remote Videotaped Deposition of</p> <p>10 EVAN TURTZ, held at the location of the witness,</p> <p>11 taken by the Committee of Asbestos Personal</p> <p>12 Injury Claimants, before Sara S. Clark, a</p> <p>13 Registered Professional Reporter, Registered</p> <p>14 Merit Reporter, Certified Realtime Reporter, and</p> <p>15 Notary Public.</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1 EVAN TURTZ</p> <p>2 REMOTE APPEARANCES:</p> <p>3 FOR THE PLAINTIFFS/DEBTORS:</p> <p>4 JONES DAY</p> <p>5 77 West Wacker Drive</p> <p>6 Chicago, Illinois 60601</p> <p>7 BY: MORGAN HIRST, ESQ.</p> <p>8 BY: MEGAN RYAN, ESQ.</p> <p>9</p> <p>10 FOR THE ACC:</p> <p>11 ROBINSON & COLE</p> <p>12 280 Trumbull Street</p> <p>13 Hartford, Connecticut 06103</p> <p>14 BY: STEPHEN GOLDMAN, ESQ.</p> <p>15 BY: ANDREW DEPEAU, ESQ.</p> <p>16 BY: KATHERINE FIX, ESQ.</p> <p>17</p> <p>18 FOR THE ACC:</p> <p>19 WINSTON & STRAWN</p> <p>20 200 Park Avenue</p> <p>21 New York, New York 10166</p> <p>22 BY: GEORGE MASTORIS, ESQ.</p> <p>23</p> <p>24</p> <p>25</p>
<p>Page 4</p> <p>1 EVAN TURTZ</p> <p>2 REMOTE APPEARANCES:</p> <p>3 FOR THE COMMITTEE:</p> <p>4 GILBERT</p> <p>5 1100 New York Avenue NW</p> <p>6 Washington, D.C. 20005</p> <p>7 BY: RACHEL JENNINGS, ESQ.</p> <p>8 BY: BRANDON LEVEY, ESQ.</p> <p>9 BY: HEATHER FRAZIER, ESQ.</p> <p>10</p> <p>11 FOR THE DEBTORS:</p> <p>12 EVERT WEATHERSBY HOUFF</p> <p>13 3455 Peachtree Road NE</p> <p>14 Atlanta, Georgia 30326</p> <p>15 BY: C. MICHAEL EVERT, JR., ESQ.</p> <p>16</p> <p>17</p> <p>18 FOR TRANE TECHNOLOGIES COMPANY LLC</p> <p>19 and TRANE U.S. INC.:</p> <p>20 McCARTER & ENGLISH</p> <p>21 825 Eighth Avenue</p> <p>22 New York, New York 10019</p> <p>23 BY: GREGORY MASCITTI, ESQ.</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1 EVAN TURTZ</p> <p>2 REMOTE APPEARANCES:</p> <p>3 FOR TRANE TECHNOLOGIES COMPANY LLC</p> <p>4 and TRANE U.S. INC.:</p> <p>5 McCARTER & ENGLISH</p> <p>6 Four Gateway Center</p> <p>7 100 Mulberry Street</p> <p>8 Newark, New Jersey 07102</p> <p>9 BY: PHILLIP PAVLICK, ESQ.</p> <p>10 BY: STEVEN WEISMAN, ESQ.</p> <p>11 BY: ANTHONY BARTELL, ESQ.</p> <p>12 BY: PHILIP AMOA, ESQ.</p> <p>13</p> <p>14 FOR THE FCR:</p> <p>15 ORRICK HERRINGTON</p> <p>16 1152 15th Street, NW</p> <p>17 Washington, D.C. 20005</p> <p>18 BY: JONATHAN GUY, ESQ.</p> <p>19</p> <p>20 ALSO PRESENT:</p> <p>21 Joseph Grier, III, Future Claimants' Rep.</p> <p>22 Kathryn Tirabassi, FTI Consulting</p> <p>23 Cecelia Guerrero, Caplin & Drysdale</p> <p>24 Kevin Marth, Videographer</p> <p>25 - - -</p>

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1 EVAN TURTZ
2 Steve Goldman. I'm counsel for the Official
3 Committee of Asbestos Claimants in both the
4 Murray and the Aldrich bankruptcies.
5 MR. GOLDMAN: If we can just quickly
6 put one of the two deposition notices on the
7 screen.
8 Q. I would just like to go over with you
9 the topics that you're here to testify about as
10 a 30(b)(6) witness so that we don't have any
11 confusion later.
12 MR. GOLDMAN: If we can put up in
13 the -- and we'll be following a procedure
14 here for looking at exhibits that you may or
15 may not be used to. You'll see in the chat
16 room on your screen, there will be a chat
17 opening up and then there's a link to the
18 exhibit. And then you can open it up and
19 see it on your screen.
20 Andrew, if we can put up Exhibit 168.
21 MR. DEPEAU: Sure.
22 Mr. Turtz, that should be up in the
23 chat there. And if you click just below it,
24 it will say "click to open," and you can
25 save it to your desktop and then open it up

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1 EVAN TURTZ
2 Trane Technologies and Trane U.S.?
3 A. Yes.
4 Q. And then if you would scroll down to
5 Item 17 there, which is the role, job
6 description, and responsibilities of any of the
7 key personnel in the organization and management
8 of new Trane Technologies.
9 Do you see that item there?
10 A. I do.
11 Q. And are you prepared to testify on
12 behalf of both Trane Technologies and Trane U.S.
13 on that subject?
14 A. Yes.
15 Q. And then if we could scroll down to
16 Number 24, your contention -- and in this
17 context, it means the contention of
18 Trane Technologies and Trane Technologies U.S. --
19 that the, quote, "Staggering costs of fully
20 defending the asbestos claims in the tort system
21 made fair and equitable resolution of those
22 claims through the tort system effectively
23 impossible," are you prepared to testify as the
24 representative of Trane Technologies and
25 Trane U.S. on that subject?

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1 EVAN TURTZ
2 on your screen.
3 THE WITNESS: I have it in front of
4 me.
5 MR. GOLDMAN: Okay. Great.
6 BY MR. GOLDMAN:
7 Q. If you can turn to Page 6, which is
8 actually Page 9 of the PDF, where it says
9 "Subject Matters of Testimony."
10 I should ask, have you seen this
11 notice of deposition before today?
12 A. I have not.
13 Q. Okay. Then let's go to Page 6 of the
14 document, which I think is Page 9 of the PDF,
15 where it says "Subject matters of testimony."
16 Are you there?
17 A. I see that.
18 Q. Okay. And if we go down to Topic 7,
19 which is the "Genesis, Planning, and
20 Implementation of Project Omega," are you
21 prepared to testify as the corporate
22 representative pursuant to Rule 30(b)6 on that
23 topic of --
24 A. Yes.
25 Q. And would that be for both

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1 EVAN TURTZ
2 A. Yes.
3 Q. Okay. And if we scroll down to
4 Item 49, which reads "Insurance coverage
5 purportedly retained by new Trane Technologies
6 following the corporate restructuring that was,
7 is, or may be available for Aldrich/Murray
8 asbestos claims," are you prepared to testify as
9 the corporate representative of
10 Trane Technologies and Trane U.S. on that
11 subject?
12 A. Yes.
13 Q. Okay. Thank you.
14 You can close document.
15 What is your current position, sir?
16 A. I am senior vice president and general
17 counsel.
18 Q. Of what entity or entities?
19 A. Of the Trane group of companies.
20 Q. Is that your title of the Trane group,
21 or is there a parent company, the -- one of
22 the --
23 A. Parent company is Trane Technologies
24 PLC.
25 Q. Okay. And are you senior vice

<p style="text-align: right;">Page 22</p> <p>1 EVAN TURTZ</p> <p>2 president, general counsel of Trane Technologies</p> <p>3 PLC?</p> <p>4 A. Yes.</p> <p>5 Q. And are you senior vice president and</p> <p>6 general counsel of other entities that are</p> <p>7 subsidiaries or affiliates of the PLC company?</p> <p>8 A. Not by title but by design.</p> <p>9 Q. Okay. So functionally, you operate</p> <p>10 that way, but your official title is of the</p> <p>11 whole -- that you're senior vice president and</p> <p>12 general counsel of the holding company; is that</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. And is that an Irish-based company?</p> <p>16 A. PLC is an Irish-based company.</p> <p>17 Q. And where are you admitted to practice</p> <p>18 law? What jurisdictions?</p> <p>19 A. New York and New Jersey.</p> <p>20 Q. Do you have any other -- do you have</p> <p>21 any professional designations in any other</p> <p>22 jurisdictions?</p> <p>23 A. Not that I'm aware of.</p> <p>24 Q. And where are you -- I don't need your</p> <p>25 home address, but what town or state are you</p>	<p style="text-align: right;">Page 23</p> <p>1 EVAN TURTZ</p> <p>2 currently in?</p> <p>3 A. I'm sitting in Davidson,</p> <p>4 North Carolina today, which is where my office</p> <p>5 is.</p> <p>6 Q. Okay. Are you in your office or your</p> <p>7 home?</p> <p>8 A. I'm in my office today.</p> <p>9 Q. And for how long have you been the</p> <p>10 senior vice president and general counsel of</p> <p>11 Trane?</p> <p>12 A. Of Trane? Well, we became</p> <p>13 Trane Technologies PLC in -- end of February</p> <p>14 2020. So just about a year and a couple of</p> <p>15 months.</p> <p>16 Q. And were you the general counsel of</p> <p>17 Ingersoll Rand before that?</p> <p>18 A. I was.</p> <p>19 Q. And when did you first take that</p> <p>20 position on?</p> <p>21 A. That would be April, I believe, 4th</p> <p>22 of 2019.</p> <p>23 Q. And what was your previous job before</p> <p>24 April 4th, 2019?</p> <p>25 A. I was corporate secretary for</p>
<p style="text-align: right;">Page 24</p> <p>1 EVAN TURTZ</p> <p>2 Ingersoll Rand, and I was general counsel of our</p> <p>3 industrial businesses.</p> <p>4 Q. And who is the corporate secretary of</p> <p>5 Trane Technologies PLC?</p> <p>6 A. I am.</p> <p>7 Q. So do you have any other positions</p> <p>8 besides senior vice president, general counsel,</p> <p>9 and corporate secretary, which --</p> <p>10 A. I do not.</p> <p>11 Q. And have you been the corporate</p> <p>12 secretary of Trane Technologies PLC since it</p> <p>13 took on that name?</p> <p>14 A. Since February of 2020, yes.</p> <p>15 Q. And were you the corporate secretary</p> <p>16 of Ingersoll Rand between April 4, 2019 and the</p> <p>17 time that Trane Technologies PLC was created or</p> <p>18 formed?</p> <p>19 A. Yes.</p> <p>20 Q. In terms of corporate secretary, are</p> <p>21 there any tasks as corporate secretary that are</p> <p>22 discrete from your other responsibilities as</p> <p>23 general counsel or senior vice president?</p> <p>24 A. I mean, corporate secretary serves as</p> <p>25 liaison to the board. Many companies have the</p>	<p style="text-align: right;">Page 25</p> <p>1 EVAN TURTZ</p> <p>2 two roles combined, general counsel and</p> <p>3 corporate secretary. Many have them separate.</p> <p>4 In our case, we have them combined.</p> <p>5 Q. And you said that until April 4, 2019,</p> <p>6 you were the corporate secretary of</p> <p>7 Ingersoll Rand and the general counsel of the</p> <p>8 industrial division.</p> <p>9 For how long did you have that job?</p> <p>10 A. Not industrial division. Industrial</p> <p>11 businesses.</p> <p>12 Q. Sorry.</p> <p>13 A. But -- let me think about that.</p> <p>14 I was the corporate secretary from</p> <p>15 2014, I think around December -- December '13,</p> <p>16 actually, I became corporate secretary. And I</p> <p>17 was also at that time deputy general counsel of</p> <p>18 labor and employment. And then the -- and then</p> <p>19 I left the deputy general counsel, labor and</p> <p>20 employment, and I became general counsel of the</p> <p>21 industrial businesses sometime around 2016.</p> <p>22 Q. And for how many years did you work</p> <p>23 for Ingersoll Rand prior to December of 2014?</p> <p>24 A. I started at Ingersoll Rand in June of</p> <p>25 2004.</p>

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1 EVAN TURTZ

2 Q. And what jobs did you have before you

3 became deputy general counsel, labor and

4 employment?

5 A. I started in 2004 as an assistant

6 general counsel, litigation. Sometime

7 thereafter, maybe two years after, I became

8 director of litigation. Sometime around 2008, I

9 became deputy general counsel of labor and

10 employment. And then, as I mentioned, in 2013,

11 I was already the deputy general counsel, labor

12 and employment, and I added the role of

13 corporate secretary.

14 Q. Okay. And while you were in the role

15 of assistant general counsel for litigation, did

16 you have responsibility for asbestos litigation?

17 A. I did not.

18 Q. Who had that responsibility during

19 that time?

20 A. There were two other gentlemen in that

21 litigation group that handled asbestos.

22 Q. And who were they?

23 A. John Soriano and John Cleary.

24 Q. And are they still with -- are they

25 with Trane currently?

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1 EVAN TURTZ

2 Q. And where did you work before -- I

3 think you said -- before you went to

4 Ingersoll Rand in 2004?

5 A. I was at McCarter & English in Newark,

6 New Jersey.

7 Q. And during what years were you there?

8 A. 1998 to 2004.

9 Q. And what year did you get out of law

10 school?

11 A. 1993.

12 Q. Okay. And where did you work between

13 1993 and 1998?

14 A. I worked at Cole Schotz for two years

15 in Hackensack. I worked at what was called

16 Pitney Hardin -- I think the name has changed --

17 for two years, and then I worked at a small

18 boutique environmental firm called

19 Periconi & Rothberg in New York for one year

20 before joining McCarter & English.

21 Q. Now, when you became the senior vice

22 president, general counsel, and secretary of

23 Ingersoll Rand in April of 2019, what were your

24 responsibilities in your -- what was then a new

25 job?

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1 EVAN TURTZ

2 A. They are not.

3 Q. Are they with Ingersoll Rand, if you

4 know?

5 A. They are not.

6 Q. Are they retired or are they working

7 at other places?

8 A. John Cleary is retired, and

9 John Soriano has a job at another company, but I

10 can't recall the name.

11 Q. When you were director of litigation,

12 did you have any responsibility for asbestos

13 litigation?

14 A. I did not.

15 Q. That was still in the hands of

16 Mr. Soriano and Mr. Cleary?

17 A. Yes.

18 MR. MASCITTI: Mr. Goldman --

19 Mr. Goldman, I think you strayed outside of

20 the scope of the 30(b)(6) topics. I don't

21 know if you're going to get to those topics

22 relatively soon, but I'm just pointing that

23 out.

24 MR. GOLDMAN: Okay.

25 BY MR. GOLDMAN:

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1 EVAN TURTZ

2 A. At the highest level, it was

3 overseeing all of the legal issues of the

4 company and all of the compliance issues of the

5 company, being the legal resource for the

6 businesses.

7 Q. And how many people worked for you at

8 that time, approximately?

9 A. You know, I don't have my chart in

10 front of me, so I don't want to guess. There

11 was somewhere -- somewhere more than 100, less

12 than 130, but I don't remember exactly.

13 Q. That's helpful.

14 And approximately how many work for

15 you now in your current position?

16 A. Right around 100.

17 Q. Okay. And are those both lawyers and

18 nonlawyers?

19 A. Yes.

20 Q. Now, what was your -- who was your

21 predecessor as general counsel of

22 Ingersoll Rand?

23 MR. MASCITTI: Mr. Goldman, I'm going

24 to object again. I don't have any issue

25 with the question, per se, but this is

<p style="text-align: right;">Page 30</p> <p>1 EVAN TURTZ</p> <p>2 clearly not within any topic that's been</p> <p>3 designated for 30(b)(6) purposes.</p> <p>4 So continue to go ahead with the</p> <p>5 background questions, but, you know, we're</p> <p>6 going to view the 30(b)(6) portion as</p> <p>7 starting when you get to the 30(b)(6)</p> <p>8 topics.</p> <p>9 MR. GOLDMAN: That's fine. That's a</p> <p>10 perfectly good way to proceed.</p> <p>11 BY MR. GOLDMAN:</p> <p>12 Q. Who was your predecessor as general</p> <p>13 counsel of Ingersoll Rand?</p> <p>14 A. Maria Green.</p> <p>15 Q. And do you recall what years she was</p> <p>16 general counsel for?</p> <p>17 A. She ended in April of 2019. I want to</p> <p>18 say she was here -- maybe around 2015, she</p> <p>19 arrived.</p> <p>20 Q. And did she retire?</p> <p>21 A. She retired, yes.</p> <p>22 Q. And who was her predecessor?</p> <p>23 A. Bobby Katz.</p> <p>24 Q. And do you know approximately when he</p> <p>25 became general counsel?</p>	<p style="text-align: right;">Page 31</p> <p>1 EVAN TURTZ</p> <p>2 A. Yeah. That would be around -- it was</p> <p>3 2010 or '11.</p> <p>4 Q. When was the -- you're familiar, I</p> <p>5 assume, with the Reverse Morris Trust agreement</p> <p>6 or transaction?</p> <p>7 A. I'm familiar, sure.</p> <p>8 Q. And when did that first come to your</p> <p>9 attention -- the possibility -- I should say,</p> <p>10 when did the possibility of that transaction</p> <p>11 first come to your attention?</p> <p>12 A. Well, I guess what I would say is in</p> <p>13 December of 2018, as the corporate secretary, I</p> <p>14 was aware that there was M&A activity.</p> <p>15 Q. All right. And just to get some basic</p> <p>16 time frame, when did that -- when did it come to</p> <p>17 your attention that -- let me put it this way --</p> <p>18 let me reword it this way.</p> <p>19 Approximately when was the structure</p> <p>20 of -- the basic structure of the transaction</p> <p>21 that was ultimately consummated come to your</p> <p>22 attention?</p> <p>23 MR. MASCITTI: Objection; form.</p> <p>24 A. Yeah. I'm -- if you're asking me when</p> <p>25 I found out about the Reverse Morris Trust, it</p>
<p style="text-align: right;">Page 32</p> <p>1 EVAN TURTZ</p> <p>2 would have been very close to my starting as the</p> <p>3 senior vice president and general counsel.</p> <p>4 Q. You think it was shortly before or</p> <p>5 shortly after?</p> <p>6 A. Right at that time, give or take.</p> <p>7 Q. Were you the architect of that, or</p> <p>8 were you -- did you learn about that structure</p> <p>9 around that time?</p> <p>10 MR. MASCITTI: Objection; form.</p> <p>11 THE WITNESS: Sorry.</p> <p>12 A. I learned of that. I was not the</p> <p>13 architect at all.</p> <p>14 Q. And who was the architect?</p> <p>15 MR. MASCITTI: Objection; form.</p> <p>16 A. I was not privy to the negotiations</p> <p>17 that took place between Gardner Denver and</p> <p>18 Ingersoll Rand at the time. What I would tell</p> <p>19 you is we have an M&A group that would have been</p> <p>20 doing those negotiations.</p> <p>21 Q. And when did you first learn about the</p> <p>22 magnitude of asbestos claims against what was</p> <p>23 then Ingersoll Rand, you know, before the</p> <p>24 Reverse Morris Trust transaction was</p> <p>25 consummated?</p>	<p style="text-align: right;">Page 33</p> <p>1 EVAN TURTZ</p> <p>2 MR. MASCITTI: Objection; form.</p> <p>3 A. Yeah. I mean, from -- almost from the</p> <p>4 beginning, when I got to the company in 2004,</p> <p>5 there were lots of business discussions about</p> <p>6 how the asbestos claims were growing and</p> <p>7 growing. And while I was not directly involved,</p> <p>8 certainly heard those things from the business</p> <p>9 folks. And -- let me leave it at that and let</p> <p>10 me see if you have maybe a follow-up question.</p> <p>11 Q. Before you became general counsel in</p> <p>12 April of 2019, did you have any responsibility</p> <p>13 of any sort for asbestos -- litigation of</p> <p>14 asbestos claims?</p> <p>15 A. I did not.</p> <p>16 Q. And when you were director of</p> <p>17 litigation, to whom did Mr. Cleary and</p> <p>18 Mr. Soriano report?</p> <p>19 A. I believe Mr. Cleary reported to</p> <p>20 Mr. Soriano, and Mr. Soriano reported to the</p> <p>21 general counsel.</p> <p>22 Q. And when you became general counsel of</p> <p>23 Ingersoll Rand in April 4 of 2019, who was</p> <p>24 responsible for handling asbestos litigation, or</p> <p>25 supervising it?</p>

<p style="text-align: right;">Page 50</p> <p>1 EVAN TURTZ</p> <p>2 negotiations were ongoing; would that be</p> <p>3 correct?</p> <p>4 A. Yeah. I apologize. You just kind of</p> <p>5 cut out, and your picture just cut out, so...</p> <p>6 Q. Oh. Maybe -- let me -- just tell</p> <p>7 me --</p> <p>8 A. Can you just rephrase?</p> <p>9 Q. Sure. If you can hear me now, yeah.</p> <p>10 A. I can see you and hear you now, no</p> <p>11 problem.</p> <p>12 Q. Okay. No, I think I'm the one that</p> <p>13 needs to apologize. I'm not sure what I did or</p> <p>14 what my system did.</p> <p>15 But would it be correct that by the</p> <p>16 time you became general counsel, the Reverse</p> <p>17 Morris Trust negotiations were ongoing?</p> <p>18 A. Most definitely.</p> <p>19 Q. And was a part of those -- did a part</p> <p>20 of those negotiations involve responsibility for</p> <p>21 certain asbestos claims?</p> <p>22 A. The -- so I wasn't privy to the</p> <p>23 negotiations, so I really -- it's hard for me to</p> <p>24 say. And maybe I can just give you -- I know</p> <p>25 I'm not supposed to offer information, but let</p>	<p style="text-align: right;">Page 51</p> <p>1 EVAN TURTZ</p> <p>2 me just say it this way.</p> <p>3 Maria was an M&A attorney, and</p> <p>4 David Butow, on our team, is an M&A attorney,</p> <p>5 and they were negotiating the transaction. When</p> <p>6 I became general counsel, the transaction was</p> <p>7 already happening. So I believe a number of</p> <p>8 things were negotiated, things like employee</p> <p>9 matters, tax matters. And I'm sure asbestos was</p> <p>10 because both companies had liabilities. I'm</p> <p>11 sure that was something that was negotiated as</p> <p>12 well.</p> <p>13 Q. Okay. And you said earlier that it's</p> <p>14 your understanding Mr. Tananbaum had some</p> <p>15 discussions with either insurance companies or</p> <p>16 brokers about the insurance during the first</p> <p>17 half of 2019.</p> <p>18 Were you -- during that time, were</p> <p>19 you -- did you take any active steps to pursue</p> <p>20 other options in addressing the asbestos</p> <p>21 problems?</p> <p>22 MR. MASCITTI: Objection; form.</p> <p>23 A. Yeah, I'm not sure about early 2019</p> <p>24 either because I didn't get the job until April.</p> <p>25 So it was definitely more summer, you know, when</p>
<p style="text-align: right;">Page 52</p> <p>1 EVAN TURTZ</p> <p>2 Allan was looking at insurance. And, again,</p> <p>3 that option was something that needed to be</p> <p>4 discussed but ultimately was not chosen.</p> <p>5 Q. All right. During that same time when</p> <p>6 he was looking into the insurance, were you</p> <p>7 doing anything to look into other options?</p> <p>8 A. I certainly asked about the claims</p> <p>9 sale we discussed. I certainly looked at the</p> <p>10 structural optimization materials that had been</p> <p>11 discussed. And at some point, started looking</p> <p>12 at the bankruptcy option as well.</p> <p>13 Q. And what structural optimization</p> <p>14 materials did you look at?</p> <p>15 A. I recall something from a law firm.</p> <p>16 Q. Do you recall what law firm that was?</p> <p>17 A. Might have been Sidley & Austin. I'm</p> <p>18 not positive.</p> <p>19 Q. And without going into any details of</p> <p>20 what they provided you, was that a -- did those</p> <p>21 materials include the filing of bankruptcy or</p> <p>22 not?</p> <p>23 A. You just went off camera again.</p> <p>24 MR. MASCITTI: I'm going to object.</p> <p>25 Let me get the objection in.</p>	<p style="text-align: right;">Page 53</p> <p>1 EVAN TURTZ</p> <p>2 THE WITNESS: Yes, sir.</p> <p>3 MR. MASCITTI: Privilege grounds. To</p> <p>4 the extent that you can answer that question</p> <p>5 without disclosing any attorney-client</p> <p>6 communication or legal advice, you may</p> <p>7 respond.</p> <p>8 A. I don't remember specifically, but my</p> <p>9 recollection is it would have, but I don't</p> <p>10 recall as I sit here today.</p> <p>11 Q. Did you retain Sidley & Austin, or</p> <p>12 were they retained by your predecessor?</p> <p>13 A. By my predecessor.</p> <p>14 Q. Did they do any work for the company</p> <p>15 during your term -- have they done work for the</p> <p>16 company during your term as general counsel?</p> <p>17 A. The general answer is no. They may</p> <p>18 have done some work on this while I was actually</p> <p>19 general counsel, so I don't want to say no, but</p> <p>20 as a general rule, they're not doing work for</p> <p>21 us.</p> <p>22 Q. Not now, but -- well, did they do --</p> <p>23 did you direct them or request them to do work</p> <p>24 during the time you were general counsel?</p> <p>25 A. My recollection is their work ceased</p>

<p style="text-align: right;">Page 54</p> <p>1 EVAN TURTZ</p> <p>2 when I became general counsel. But what I'm</p> <p>3 just trying to say, to be careful, is they may</p> <p>4 have had a little bit more work at the -- when I</p> <p>5 first came in.</p> <p>6 Q. Got it.</p> <p>7 A. But they have -- they're not</p> <p>8 continuing to work for us.</p> <p>9 Q. Was the option that they laid out in</p> <p>10 their materials ultimately rejected?</p> <p>11 MR. MASCITTI: Objection.</p> <p>12 Same caution.</p> <p>13 A. Ultimately, the boards of the two</p> <p>14 debtor entities chose a different option. So we</p> <p>15 know that that's -- that option was not pursued.</p> <p>16 Q. In other words, the option that they</p> <p>17 proposed was different than the option that was</p> <p>18 ultimately pursued, so that we're --</p> <p>19 A. Yes.</p> <p>20 Q. And who was your first contact --</p> <p>21 strike that.</p> <p>22 Who at Jones Day was your first</p> <p>23 contact at Jones Day?</p> <p>24 A. First contact, I think, was</p> <p>25 Brad Erens. It may have been Greg Gordon, but I</p>	<p style="text-align: right;">Page 55</p> <p>1 EVAN TURTZ</p> <p>2 believe it was Brad Erens.</p> <p>3 Q. And approximately when was that?</p> <p>4 A. I would have to go back and look, but</p> <p>5 it was, I would guess, April, May, June of '19,</p> <p>6 but I just can't remember when. Fairly early on</p> <p>7 in my tenure.</p> <p>8 Q. And when you said you'd have to go</p> <p>9 back and look, do you keep a Microsoft calendar</p> <p>10 or some type of --</p> <p>11 A. Yeah. I mean, I would just have to go</p> <p>12 see when that would be. I'm sure there was a</p> <p>13 meeting.</p> <p>14 Q. You're familiar, since I know you've</p> <p>15 been designated earlier as to the genesis,</p> <p>16 planning, and implementation of Project Omega,</p> <p>17 what is your understanding of what Project Omega</p> <p>18 is?</p> <p>19 MR. MASCITTI: Just to be clear, we're</p> <p>20 now going to begin the 30(b)(6) portion?</p> <p>21 MR. GOLDMAN: Well, I think some of</p> <p>22 this background may or may not be part of</p> <p>23 the 30(b)(6) subject, which time will tell.</p> <p>24 MR. MASCITTI: It's not, because we</p> <p>25 didn't identify when it would begin. Again,</p>
<p style="text-align: right;">Page 56</p> <p>1 EVAN TURTZ</p> <p>2 I wanted a clear delineation when we're</p> <p>3 starting the 30(b)(6) portion. So what I</p> <p>4 want to confirm now is your intention to</p> <p>5 begin the 30(b)(6) portion of your</p> <p>6 deposition.</p> <p>7 MR. GOLDMAN: Yeah. I intended it</p> <p>8 earlier, but that's okay. We certainly are</p> <p>9 in it now.</p> <p>10 BY MR. GOLDMAN:</p> <p>11 Q. I think -- in any event, let's go back</p> <p>12 to the question, which is: What is your</p> <p>13 understanding of what constitutes Project Omega?</p> <p>14 A. In the broadest sense, Project Omega</p> <p>15 was something to address the asbestos business</p> <p>16 issue to provide optionality and resources to</p> <p>17 address, you know, an ongoing very difficult</p> <p>18 business issue for the company.</p> <p>19 Q. And do you recall when Project Omega</p> <p>20 was given its name?</p> <p>21 A. I don't have that exact recollection.</p> <p>22 It was early on.</p> <p>23 Q. "Early on," meaning approximately</p> <p>24 when?</p> <p>25 A. Early summer of '19 is what I'm</p>	<p style="text-align: right;">Page 57</p> <p>1 EVAN TURTZ</p> <p>2 guessing.</p> <p>3 Q. Was that before or after you had your</p> <p>4 first contact with Jones Day?</p> <p>5 A. I don't recall.</p> <p>6 Q. And how did it come about that you</p> <p>7 came into contact with the Jones Day lawyers,</p> <p>8 whether one or both of the people you</p> <p>9 identified?</p> <p>10 A. I was trying to remember that.</p> <p>11 Either -- I believe someone sent me the</p> <p>12 Bestwall -- one of the briefs from the Bestwall</p> <p>13 case, and I read it and thought it would</p> <p>14 potentially be interesting.</p> <p>15 Q. And when you say "someone," was that</p> <p>16 someone from Jones Day or someone from another</p> <p>17 source?</p> <p>18 A. That's what I'm struggling with. I</p> <p>19 can't remember. I can't remember if I got the</p> <p>20 brief and reached out to them or vice versa.</p> <p>21 Q. Okay. And that was, you said, in</p> <p>22 April, May, or June, you believe?</p> <p>23 A. I do believe that.</p> <p>24 Q. Okay. And upon reading -- and then</p> <p>25 when did you formally retain Jones Day?</p>

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<p>1 EVAN TURTZ</p> <p>2 A. It would have been shortly after that.</p> <p>3 Q. And in general terms, what were they</p> <p>4 retained to do?</p> <p>5 A. Well, I probably shouldn't answer</p> <p>6 that, but at the highest level, they were</p> <p>7 retained to provide potential resolution to the</p> <p>8 ongoing asbestos issue in a fair manner for</p> <p>9 legitimate claimants. And that included the</p> <p>10 potential for the bankruptcy option.</p> <p>11 Q. To your knowledge, did anyone from</p> <p>12 Jones Day reach out to any insurance companies</p> <p>13 or insurance brokers to address these</p> <p>14 asbestos -- any aspect of the asbestos problem?</p> <p>15 MR. MASCITTI: Objection; privilege.</p> <p>16 Again, to the extent you can respond</p> <p>17 to that question without disclosing any</p> <p>18 attorney-client communications or legal</p> <p>19 advice, you may respond.</p> <p>20 MR. GOLDMAN: Well, again, I'm not</p> <p>21 asking about his communications. I'm saying</p> <p>22 whether Mr. Turtz is aware of anyone from</p> <p>23 Jones Day approaching or discussing the</p> <p>24 asbestos issues with someone from outside</p> <p>25 the Trane organization who worked for the</p>	<p>1 EVAN TURTZ</p> <p>2 insurance company or broker.</p> <p>3 MR. MASCITTI: Yes. And what I'm</p> <p>4 saying is Mr. Turtz can respond to that</p> <p>5 question to the extent he can respond to it</p> <p>6 without disclosing any attorney-client</p> <p>7 communication or legal advice.</p> <p>8 A. The question -- I'm not really sure</p> <p>9 about the question, but if you're asking whether</p> <p>10 Jones Day had spoken to our insurance companies?</p> <p>11 Q. That's -- well, that's a little</p> <p>12 different question.</p> <p>13 What I'm really asking is whether</p> <p>14 Jones Day made any effort similar to the efforts</p> <p>15 that Mr. Tananbaum made to try to obtain an</p> <p>16 insurance product.</p> <p>17 A. I understand --</p> <p>18 MR. MASCITTI: Objection; privilege.</p> <p>19 Same caution.</p> <p>20 A. I'm not aware either way.</p> <p>21 Q. What caused you to give the initiative</p> <p>22 to create -- address the asbestos issues a</p> <p>23 project name?</p> <p>24 A. Can you repeat? You cut out just a</p> <p>25 hair.</p>
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<p>1 EVAN TURTZ</p> <p>2 Q. Sure.</p> <p>3 From what you've described, there was</p> <p>4 discussion about addressing the asbestos</p> <p>5 challenges of Ingersoll Rand since the time you</p> <p>6 joined the company, or even before that; is that</p> <p>7 correct?</p> <p>8 A. I was not aware of any asbestos issues</p> <p>9 before I joined the company. So before I joined</p> <p>10 Ingersoll Rand in 2004, I didn't have any</p> <p>11 knowledge.</p> <p>12 Q. All right. But since the time you</p> <p>13 joined the company, to your knowledge, there was</p> <p>14 ongoing discussion about the asbestos challenges</p> <p>15 of Ingersoll Rand?</p> <p>16 A. Sure.</p> <p>17 Q. And -- but those -- addressing those</p> <p>18 challenges never had a project name before you</p> <p>19 became general counsel; is that correct?</p> <p>20 MR. MASCITTI: Objection; form and</p> <p>21 foundation.</p> <p>22 A. I actually don't know the answer to</p> <p>23 that.</p> <p>24 Q. Are you aware of any project name</p> <p>25 given to an attempt to address asbestos anytime</p>	<p>1 EVAN TURTZ</p> <p>2 before you became general counsel?</p> <p>3 A. I am not.</p> <p>4 Q. And what caused you or those working</p> <p>5 for you to give the efforts to address asbestos</p> <p>6 a project name?</p> <p>7 A. Why did we do a project name?</p> <p>8 Q. Yes.</p> <p>9 A. I gotcha. That's fine. I'm with you.</p> <p>10 I mean, projects in our company,</p> <p>11 that's just what we do. When we have things</p> <p>12 going on, we want to keep confidentiality. We</p> <p>13 want to make sure, you know, the right people --</p> <p>14 you know, we know who is involved in whatever it</p> <p>15 is that we're doing. So it's a very kind of</p> <p>16 simple thing to do, just give it a project name.</p> <p>17 Q. And were there confidentiality</p> <p>18 agreements or a confidentiality agreement or</p> <p>19 nondisclosure agreement that was created for</p> <p>20 Project Omega?</p> <p>21 A. I think --</p> <p>22 MR. MASCITTI: Objection.</p> <p>23 THE WITNESS: Sorry.</p> <p>24 A. Yeah. I believe so, yes. I believe</p> <p>25 that people that were involved in that were --</p>

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1 EVAN TURTZ

2 A. It would have been shortly after that.

3 Q. And in general terms, what were they

4 retained to do?

5 A. Well, I probably shouldn't answer

6 that, but at the highest level, they were

7 retained to provide potential resolution to the

8 ongoing asbestos issue in a fair manner for

9 legitimate claimants. And that included the

10 potential for the bankruptcy option.

11 Q. To your knowledge, did anyone from

12 Jones Day reach out to any insurance companies

13 or insurance brokers to address these

14 asbestos -- any aspect of the asbestos problem?

15 MR. MASCITTI: Objection; privilege.

16 Again, to the extent you can respond

17 to that question without disclosing any

18 attorney-client communications or legal

19 advice, you may respond.

20 MR. GOLDMAN: Well, again, I'm not

21 asking about his communications. I'm saying

22 whether Mr. Turtz is aware of anyone from

23 Jones Day approaching or discussing the

24 asbestos issues with someone from outside

25 the Trane organization who worked for the

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1 EVAN TURTZ

2 Q. Sure.

3 From what you've described, there was

4 discussion about addressing the asbestos

5 challenges of Ingersoll Rand since the time you

6 joined the company, or even before that; is that

7 correct?

8 A. I was not aware of any asbestos issues

9 before I joined the company. So before I joined

10 Ingersoll Rand in 2004, I didn't have any

11 knowledge.

12 Q. All right. But since the time you

13 joined the company, to your knowledge, there was

14 ongoing discussion about the asbestos challenges

15 of Ingersoll Rand?

16 A. Sure.

17 Q. And -- but those -- addressing those

18 challenges never had a project name before you

19 became general counsel; is that correct?

20 MR. MASCITTI: Objection; form and

21 foundation.

22 A. I actually don't know the answer to

23 that.

24 Q. Are you aware of any project name

25 given to an attempt to address asbestos anytime

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1 EVAN TURTZ

2 insurance company or broker.

3 MR. MASCITTI: Yes. And what I'm

4 saying is Mr. Turtz can respond to that

5 question to the extent he can respond to it

6 without disclosing any attorney-client

7 communication or legal advice.

8 A. The question -- I'm not really sure

9 about the question, but if you're asking whether

10 Jones Day had spoken to our insurance companies?

11 Q. That's -- well, that's a little

12 different question.

13 What I'm really asking is whether

14 Jones Day made any effort similar to the efforts

15 that Mr. Tananbaum made to try to obtain an

16 insurance product.

17 A. I understand --

18 MR. MASCITTI: Objection; privilege.

19 Same caution.

20 A. I'm not aware either way.

21 Q. What caused you to give the initiative

22 to create -- address the asbestos issues a

23 project name?

24 A. Can you repeat? You cut out just a

25 hair.

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1 EVAN TURTZ

2 before you became general counsel?

3 A. I am not.

4 Q. And what caused you or those working

5 for you to give the efforts to address asbestos

6 a project name?

7 A. Why did we do a project name?

8 Q. Yes.

9 A. I gotcha. That's fine. I'm with you.

10 I mean, projects in our company,

11 that's just what we do. When we have things

12 going on, we want to keep confidentiality. We

13 want to make sure, you know, the right people --

14 you know, we know who is involved in whatever it

15 is that we're doing. So it's a very kind of

16 simple thing to do, just give it a project name.

17 Q. And were there confidentiality

18 agreements or a confidentiality agreement or

19 nondisclosure agreement that was created for

20 Project Omega?

21 A. I think --

22 MR. MASCITTI: Objection.

23 THE WITNESS: Sorry.

24 A. Yeah. I believe so, yes. I believe

25 that people that were involved in that were --

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<p>1 EVAN TURTZ</p> <p>2 yes.</p> <p>3 Q. And why was that?</p> <p>4 A. Just to -- I mean, there was a number</p> <p>5 of reasons to keep people confidential. It's a</p> <p>6 project that's working on a pretty material</p> <p>7 issue before the company in terms of asbestos.</p> <p>8 There were licensing issues for Trane, contract</p> <p>9 issues for Trane involved. So just wanted to</p> <p>10 make sure that everybody, you know, worked</p> <p>11 diligently and confidentially. Kind of a very</p> <p>12 normal process in our company.</p> <p>13 Q. And were there any particular concerns</p> <p>14 about this specific project becoming public or</p> <p>15 known beyond the group of people who signed</p> <p>16 NDAs?</p> <p>17 MR. MASCITTI: Objection; form.</p> <p>18 I think you've asked two questions.</p> <p>19 Q. Were there any particular concerns</p> <p>20 about this project becoming known beyond those</p> <p>21 who signed NDAs?</p> <p>22 A. This was -- confidentiality was</p> <p>23 certainly important. We were dealing with</p> <p>24 things like Trane contracts, Trane licenses.</p> <p>25 And, you know, it was a very -- it was a</p>	<p>1 EVAN TURTZ</p> <p>2 financial, legal group, and you just want to</p> <p>3 keep things confidential. Very normal process.</p> <p>4 Q. Why was the name Project Omega chosen?</p> <p>5 A. I don't know. I can -- my</p> <p>6 recollection of Project Omega was I think I told</p> <p>7 Amy Roeder to give it a name and she came up</p> <p>8 with that name, if I'm not mistaken.</p> <p>9 Q. Okay. And what was Amy Roeder's</p> <p>10 position at the time?</p> <p>11 A. I don't specifically know her title,</p> <p>12 but she is a -- she is in the finance group.</p> <p>13 She's in Chris Kuehn's organization, and she</p> <p>14 assisted Phyllis and team and ultimately me and</p> <p>15 team with asbestos financial issues.</p> <p>16 Q. Okay. And does she -- she reports to</p> <p>17 a person named Beth Elwell; is that correct?</p> <p>18 A. I'm not positive. That sounds like it</p> <p>19 could be right. Beth is in the financial</p> <p>20 organization and on Chris Kuehn's team. I would</p> <p>21 think that -- I have no reason to say that's not</p> <p>22 right.</p> <p>23 Q. And does Beth have anything to do with</p> <p>24 the Aldrich or Murray debtors?</p> <p>25 MR. MASCITTI: Objection; form.</p>
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<p>1 EVAN TURTZ</p> <p>2 A. With the debtors themselves as a --</p> <p>3 Q. Yes.</p> <p>4 A. I don't believe so, but I'm not</p> <p>5 positive.</p> <p>6 Q. And what is Beth Elwell's job? I</p> <p>7 gather she's in the finance department, but...</p> <p>8 MR. MASCITTI: Objection; foundation.</p> <p>9 A. I am not positive of her exact role.</p> <p>10 I think she is an FP&A leader.</p> <p>11 Q. And what is FP&A?</p> <p>12 A. Financial planning and accounting.</p> <p>13 Q. Who is Jennifer Neville?</p> <p>14 MR. MASCITTI: Mr. Goldman, is this</p> <p>15 within the scope of the topic?</p> <p>16 MR. GOLDMAN: Yes.</p> <p>17 MR. MASCITTI: If there is a</p> <p>18 connection to that name and the genesis,</p> <p>19 planning, or implementation of</p> <p>20 Project Omega, I'm not seeing it.</p> <p>21 MR. GOLDMAN: That's okay. Her name</p> <p>22 is all over some documents, which we'll look</p> <p>23 at later.</p> <p>24 BY MR. GOLDMAN:</p> <p>25 Q. So who is Jennifer Neville?</p>	<p>1 EVAN TURTZ</p> <p>2 A. Jennifer -- what's the last name?</p> <p>3 Q. Neville. N-E-V-I-L-L-E.</p> <p>4 A. I'm not certain.</p> <p>5 Q. Let me make sure I've got that</p> <p>6 spelling right.</p> <p>7 Yeah. N-E-V-I-L-L-E.</p> <p>8 A. N-A-V --</p> <p>9 Q. N, like "Nancy," E-V, like "Victor,"</p> <p>10 I-L-L-E.</p> <p>11 A. It sounds vaguely familiar, but I'm</p> <p>12 not -- I really don't know.</p> <p>13 Q. It looks like her title is manager,</p> <p>14 external reporting and technical accounting, if</p> <p>15 that's -- for Trane Technologies PLC, if that</p> <p>16 helps at all. I don't know if it does.</p> <p>17 A. It doesn't, unfortunately.</p> <p>18 Q. Okay.</p> <p>19 A. Maybe I should know her.</p> <p>20 Q. That's okay. We can look at her --</p> <p>21 look at those documents later.</p> <p>22 At the time you retained Jones Day,</p> <p>23 were you aware of bankruptcies other than the</p> <p>24 Bestwall bankruptcy that involved asbestos?</p> <p>25 A. Am I aware of other bankruptcies that</p>

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1 EVAN TURTZ
2 involve asbestos? There's -- yes. I mean --
3 Q. Okay. At the time you retained
4 Jones Day, were you aware of the CertainTeed
5 bankruptcy?
6 A. I'm not sure about when I became aware
7 of that, but I did become aware of that.
8 Q. At the time you retained Jones Day,
9 were you aware of the Garlock bankruptcy?
10 A. Yes.
11 Q. So just going back to your retention
12 of Jones Day, you said that your meeting with
13 them -- your first meeting with them followed
14 your receipt of a Bestwall brief; is that
15 correct?
16 A. Yes.
17 Q. Could you tell me -- and I know you
18 already said you're not sure if they sent you
19 the Bestwall brief or you got it from another
20 source, but could you tell me how things
21 progressed from the time that you got the
22 Bestwall brief until they were retained, in
23 general terms? You don't need to get into --
24 MR. MASCITTI: Objection; privilege
25 grounds.

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1 EVAN TURTZ
2 email first or -- but, yeah, we got in touch
3 with them and, you know, we talked about the
4 idea of a bankruptcy and establishing a trust
5 which would, you know, help pay legitimate,
6 current, and future claimants. That's really
7 what we were looking at when we started talking
8 to them.
9 Q. And was there an in-person meeting
10 that followed your -- there must have been at
11 some point.
12 When was the first in-person meeting
13 you had with Jones Day, approximately?
14 A. It's hard to remember my in-person
15 meeting since COVID, but we definitely had an
16 in-person meeting in the summer -- early summer,
17 I would imagine -- it may have been even May --
18 of '19, or it may have been June.
19 Q. Of 2019?
20 A. Yeah.
21 Q. And at that time, where was -- what
22 was the status of the Reverse Morris Trust
23 transaction?
24 A. That was already announced and
25 progressing, due diligence, et cetera.

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1 EVAN TURTZ
2 But I think the way the question's
3 been asked, you can answer that without
4 disclosing any attorney-client communication
5 or legal advice.
6 A. Jones Day -- I can't recall if I
7 reached out or they reached out, how that
8 transpired. But we basically wanted to look, at
9 a high level, at a way to resolve our asbestos
10 business issues in a fair manner. And the
11 Bestwall case appeared to have a potential
12 ability to do that, and we pursued that option
13 with Jones Day.
14 Q. Well, what I meant is you got the
15 Bestwall pleading. I assume you received that
16 by some form of email from somebody; is that
17 right?
18 A. I think that's right, yeah.
19 Q. Okay. And then did you call
20 Jones Day? What was the next thing that
21 happened after you read the Bestwall pleading?
22 Did you call them or did they call you?
23 A. And that's what I just -- I can't
24 remember -- I mean, effectively, yes. Somebody
25 called somebody. I don't know if it was an

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1 EVAN TURTZ
2 Q. Was the -- there was a -- if I recall
3 correctly, kind of a two-stage of deals. The
4 initial transaction was in April, and then there
5 was a later one several months later that was
6 the final closing; is that correct?
7 MR. MASCITTI: Objection; form.
8 A. Are we talking about the RMT now?
9 Q. Yes.
10 A. The RMT was announced in April of '19,
11 and the RMT closed February, I think it was,
12 29th, of 2020. And in the interim, did all of
13 the normal M&A, due diligence, you know, tax
14 matters agreement, employee matters agreements,
15 property review, et cetera, et cetera.
16 And as I mentioned, there was --
17 because you asked about it before -- there was
18 an asbestos process discussion as well.
19 Q. The -- so when you had your first
20 meeting with Jones Day, the RMT had been
21 announced but had not yet closed; is that right?
22 A. That's correct.
23 Q. And was a -- in terms of implementing
24 the RMT within the remaining Trane organization,
25 were there people in charge of that transition

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1 EVAN TURTZ
2 change, I'm sure he can provide you with the
3 names.
4 MR. GOLDMAN: If we can look at
5 Exhibit 4, please.
6 THE WITNESS: Exhibit 5?
7 MR. DEPEAU: Just a minute, Mr. Turtz.
8 THE WITNESS: No problem.
9 MR. DEPEAU: Okay. Exhibit 4 is up in
10 the chat now.
11 THE WITNESS: Gotcha.
12 Okay.
13 BY MR. GOLDMAN:
14 Q. Now, if we go up to the -- it's the --
15 really the bottom of the emails there. It's an
16 email from Sandra Hamrick to a number of people,
17 including herself, and including you.
18 Who is Sandra Hamrick and what's her
19 position?
20 A. She's my executive assistant.
21 Q. And if we scroll up to an email from
22 Chris Kuehn dated October 18, 9:30 a.m., it says
23 "Final operating entities for IR and Trane."
24 Do you know what he meant by that?
25 MR. MASCITTI: Objection; foundation.

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1 EVAN TURTZ
2 created for a nonbankruptcy reorganization
3 approach to the asbestos challenges of Trane?
4 MR. MASCITTI: Objection; form.
5 A. I mean, the corporate restructuring,
6 in general, was to put the entities in a
7 position to make a decision. So, you know, no
8 decision had been made on actual bankruptcy
9 filings. It was certainly one outcome.
10 Q. Let me ask it a different way.
11 Was there ever a workflow stream
12 document created for a reorganization process
13 other than the one that ultimately was
14 consummated?
15 MR. MASCITTI: Objection; form.
16 A. Not that I'm aware of.
17 Q. Was there ever a workflow stream
18 created that you're aware of for pursuing an
19 insurance option or approach or solution to
20 asbestos?
21 A. In terms of the word "workflow
22 stream," there were -- we reviewed those
23 options. And certainly the entities that
24 ultimately became debtor entities reviewed all
25 of those options. But no. I mean, I can't

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1 EVAN TURTZ
2 A. I don't want to speculate on what he
3 meant. I think I understand what he's saying
4 here, though.
5 Q. What's your understanding?
6 A. I think he's looking at Chem Lab and
7 Arctic Chiller. Chem Lab for Trane and
8 Arctic Chiller on the other side.
9 Q. And what is meant -- or what did --
10 when you read the email, what did you understand
11 it to mean as -- the words "final operating
12 entities" to mean?
13 A. My understanding -- let me get out of
14 this document so I can see.
15 My understanding is we were, again,
16 looking at potentially doing corporate
17 restructuring, potentially having the -- if the
18 debtor entities approved -- if the entities
19 approved, having potential bankruptcy filings.
20 And those entities had to have things that were
21 fair to claimants, like recurring revenue, cash,
22 insurance, you know, as far as assets. So I
23 think that's what he's referring to there.
24 Q. As of this -- withdrawn.
25 Was there ever a workflow document

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1 EVAN TURTZ
2 think of anything beyond that.
3 MR. GOLDMAN: If we could look at
4 Exhibit 7, please, if we can put that up.
5 MR. DEPEAU: Exhibit 7 is being loaded
6 into the chat right now.
7 THE WITNESS: Got it.
8 MR. DEPEAU: It should be up now.
9 THE WITNESS: Okay. I've got it open.
10 MR. GOLDMAN: Okay.
11 BY MR. GOLDMAN:
12 Q. If we could go to the bottom --
13 towards the bottom of the first page of the PDF,
14 you see there is an email from Brad Erens to you
15 dated October 17, 2019?
16 A. I see that, yes.
17 Q. And it's titled "Debtor Financial
18 Reports"; is that correct?
19 A. Yes.
20 Q. And then the top email of the chain,
21 Amy Roeder forwards that email to Eric Hankins
22 and says "These are the financial reporting
23 packages that will be used during and post
24 filing."
25 Do you know what she meant by

<p style="text-align: right;">Page 130</p> <p>1 EVAN TURTZ</p> <p>2 "filing"?</p> <p>3 A. I don't specifically know, but, again,</p> <p>4 as I've said, the filing of -- potential filing</p> <p>5 for bankruptcy was one of the contemplated --</p> <p>6 one of the outcomes that could occur. So she</p> <p>7 may have been talking about that.</p> <p>8 Q. What were the other outcomes that</p> <p>9 could have occurred?</p> <p>10 A. Not filing, insurance, settling the</p> <p>11 claims, structural optimization. But, you know,</p> <p>12 524(g) trust was certainly one of the outcomes</p> <p>13 that was leading.</p> <p>14 Q. And do you remember -- or do you</p> <p>15 recall any documents about the -- those other</p> <p>16 options -- or documents that address or discuss</p> <p>17 those other options that predate -- that</p> <p>18 postdate your becoming general counsel and</p> <p>19 predate May 1 of 2020?</p> <p>20 A. I may have had documents on the</p> <p>21 insurance. Again, I told you that I talked to</p> <p>22 Allan, but I don't recall anything specific.</p> <p>23 Q. And why were these -- were these</p> <p>24 documents that Mr. Erens sent to you of interest</p> <p>25 to you?</p>	<p style="text-align: right;">Page 131</p> <p>1 EVAN TURTZ</p> <p>2 A. Let me go back and look.</p> <p>3 (Witness reviews document.)</p> <p>4 A. You know, I don't recall. I mean, I</p> <p>5 know that these are documents that would have</p> <p>6 been required if the debtor -- if the two</p> <p>7 entities had ultimately filed for bankruptcy.</p> <p>8 So we probably wanted to familiarize ourselves</p> <p>9 with those.</p> <p>10 MR. GOLDMAN: And if we could look at</p> <p>11 Exhibit 6.</p> <p>12 THE WITNESS: Exhibit 6?</p> <p>13 MR. GOLDMAN: Yeah, or if --</p> <p>14 THE WITNESS: Yeah, I'm waiting.</p> <p>15 MR. DEPEAU: Okay. Exhibit 6 is up in</p> <p>16 the chat.</p> <p>17 THE WITNESS: Thanks.</p> <p>18 Got it.</p> <p>19 BY MR. GOLDMAN:</p> <p>20 Q. Okay. And here at the bottom of the</p> <p>21 email, Mr. Erens seems -- appears to be</p> <p>22 forwarding you materials from the Bestwall</p> <p>23 bankruptcy; is that correct?</p> <p>24 A. That's what it appears to be, yes.</p> <p>25 Q. And then you forward that on to</p>
<p style="text-align: right;">Page 132</p> <p>1 EVAN TURTZ</p> <p>2 Heather Howlett, Chris Kuehn, Amy Roeder, and</p> <p>3 Cathy Bowen.</p> <p>4 Why?</p> <p>5 A. I don't recall why I did at the time.</p> <p>6 But as I mentioned, you know, the -- if the</p> <p>7 entities ultimately -- the two entities filed</p> <p>8 for bankruptcy, we would have had the same --</p> <p>9 those entities would have had the same</p> <p>10 obligations, you know, to do things that were</p> <p>11 done in -- like in Bestwall. So I think to</p> <p>12 familiarize themselves with the documents.</p> <p>13 Q. Okay.</p> <p>14 MR. GOLDMAN: Could we go to</p> <p>15 exhibit -- or post in the chat Exhibit 202.</p> <p>16 MR. DEPEAU: Okay. That exhibit is in</p> <p>17 the chat.</p> <p>18 THE WITNESS: Thanks.</p> <p>19 Got it.</p> <p>20 BY MR. GOLDMAN:</p> <p>21 Q. Okay. The top email is from</p> <p>22 Amy Roeder to Cathy Bowen, but I want to draw</p> <p>23 your attention to the second email down.</p> <p>24 A. Okay.</p> <p>25 Q. From Sara Brown to people at Trane and</p>	<p style="text-align: right;">Page 133</p> <p>1 EVAN TURTZ</p> <p>2 Jones Day, dated December 3, 2019. She says</p> <p>3 "Attached is the step plan for everyone's</p> <p>4 reference during the meeting today."</p> <p>5 What is a step plan?</p> <p>6 A. I'm not 100 percent certain as I sit</p> <p>7 here today, but what I think it is is the</p> <p>8 corporate restructuring step by step.</p> <p>9 Q. Okay.</p> <p>10 MR. GOLDMAN: Could we go to</p> <p>11 Exhibit 18.</p> <p>12 Q. Before we do that, or while Mr. DePeau</p> <p>13 is posting it, this is December 3rd, and</p> <p>14 Sara Brown references "Attaching the step plan</p> <p>15 for everyone's reference during the meeting</p> <p>16 today."</p> <p>17 And was there a meeting on</p> <p>18 December 3rd of this --</p> <p>19 A. Let me -- I closed out of that</p> <p>20 document, so let me just go back.</p> <p>21 This is exhibit -- I'm sorry. I think</p> <p>22 I'm on the wrong document.</p> <p>23 Q. Exhibit 202.</p> <p>24 A. Gotcha.</p> <p>25 I don't recall the meeting, but I</p>

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1 EVAN TURTZ
2 don't have any reason to doubt that the meeting
3 took place.
4 Q. And among the people she emailed --
5 that "she," being Sara Brown, emailed is
6 Rolf Paeper; is that correct?
7 A. Yes.
8 Q. And who is he and what was his
9 responsibility within the Trane organization?
10 A. Rolf is a project manager. When I
11 mentioned Dave Brennan earlier, I believe Rolf
12 is the one that took over for Dave Brennan.
13 Q. Okay. So he was receiving this
14 December 3 email from Sara Brown for a meeting
15 on December 3rd; is that correct?
16 A. Yeah. The document is what it is. I
17 don't have any reason to doubt that he was -- if
18 there was a meeting that he would have been
19 there.
20 BY MR. GOLDMAN:
21 Q. Okay. So if we could look now at
22 Exhibit 18, which is in the chat box. And this
23 is an email string, but if we could start with
24 the bottom of the -- bottom email of the two.
25 A. Sure.

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1 EVAN TURTZ
2 entities (holding entities only)."
3 Was that discussed at the
4 December 3rd meeting?
5 MR. MASCITTI: Objection; form.
6 A. I don't remember when it was
7 discussed. I know that Manlio asked the
8 question as a business leader.
9 Q. Okay. Do you have any reason to
10 believe that it was not discussed at the
11 December 3rd meeting?
12 MR. MASCITTI: Objection; form.
13 A. I don't -- it was discussed. I don't
14 remember when it was discussed. If this
15 timeline works, that makes sense.
16 Q. Okay. The next bullet says "Trane
17 retains equity ownership and control of the
18 board of the bankrupt and operating entities."
19 Was that discussed at the
20 December 3rd, 2019 meeting?
21 MR. MASCITTI: Objection; form.
22 A. I don't recall, but same answer.
23 Could have been.
24 Q. And what does controlling a board of
25 managers mean to you -- what does that mean to

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1 EVAN TURTZ
2 Q. Is that an email from Rolf Paeper to
3 Manlio Valdes on December 4, the next day after
4 the Sara Brown email inviting him to a meeting
5 on December 3rd?
6 A. Yes, I see it.
7 Q. And Manlio Valdes, who is he?
8 A. Manlio is an employee of the Trane
9 entities. And he's a -- yeah.
10 Q. And do you know what position he
11 holds?
12 A. I don't know his title off the top of
13 my head.
14 Q. Do you know who he reports to?
15 A. I believe he reports to Donny Simmons,
16 who is the president of the CHVAC business.
17 Q. Now, in Mr. Paeper's email of
18 December 4, he says "Manlio" -- is it Manlio or
19 Manlio?
20 A. Manlio is fine.
21 Q. "Manlio, a few key learnings from my
22 meetings yesterday." He says first, "The
23 Arctic Chill U.S. and new Chem Labs entities
24 will not be bankrupt entities. They'll be
25 operating entities (op-co) under new bankrupt

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1 EVAN TURTZ
2 you?
3 A. I don't know what it means here, but
4 the boards of entities are independent, and they
5 should be making those decisions. I'm not sure
6 what he meant there.
7 Q. What do the words mean in general?
8 Not necessarily --
9 A. Certainly if you're talking about the
10 two entities that went into -- that are debtors,
11 you know, you have independent and
12 nonindependent-type directors, and we have two
13 nonindependent and one independent director on
14 each.
15 Q. And what is an independent director?
16 A. Someone who is not affiliated with the
17 company, or an employee.
18 Q. And what is a nonindependent director?
19 A. Well, there's a number of rules under
20 various SEC, New York Stock Exchange, et cetera,
21 so there's definitions. But in our case, the
22 two are employees, so they're not independent.
23 Q. So going to Aldrich, for example, you
24 would consider Amy Roeder to be a nonindependent
25 manager?

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1 EVAN TURTZ

2 A. Under the technical term of that, yes.

3 Yeah. Doesn't mean she's not going to do her

4 duties and do the right thing and listen to --

5 and evaluate, but just under the definition.

6 Q. Okay. And you would consider

7 Manlio Valdes to be a nonindependent manager?

8 A. Yes.

9 Q. Now, Mr. -- I'm trying to remember who

10 is the manager of which entity.

11 Mr. Zafari, do you recall which entity

12 he is the manager of?

13 A. You would have to put the piece of

14 paper in front of me, sir. Sorry.

15 Q. I have the same handicap. We can find

16 it later.

17 But whichever entity it is, would you

18 consider Mr. Zafari to be an independent

19 manager?

20 A. Yes.

21 Q. And Mr. Lafor, also you consider him

22 to be an independent manager?

23 A. Dufour. But yes.

24 Q. Going back to Exhibit 18, Mr. Paeper

25 says "There will be funding agreements from

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1 EVAN TURTZ

2 that Mr. Paeper here is mischaracterizing

3 anything that was discussed at the

4 December 3rd Project Omega meeting?

5 MR. MASCITTI: Objection; form.

6 A. I mean, again, it's a summary of his

7 notes. I think these topics were discussed in

8 some form. We could talk about, you know, other

9 outcomes and the edges and stuff, but, yeah, I

10 don't have any real problem with this.

11 MR. GOLDMAN: If we could look at

12 another exhibit, which is TRANE_3918.

13 THE WITNESS: Okay.

14 MR. DEPEAU: Okay. Mr. Turtz, that

15 document should be up in the chat.

16 THE WITNESS: Thank you.

17 MR. DEPEAU: And that will be

18 Committee Exhibit 211.

19 THE WITNESS: Okay.

20 - - -

21 (Committee Exhibit 211 marked.)

22 - - -

23 BY MR. GOLDMAN:

24 Q. This is just a list -- appears to be a

25 list of invoices from Jones Day starting in --

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1 EVAN TURTZ

2 Trane to the bankruptcy entities to supplement

3 the cash generated by the entities and cover

4 asbestos liabilities."

5 Was that discussed at the

6 December 3rd Project Omega meeting?

7 A. No specific recollection, but I know

8 it was discussed.

9 Q. And just -- rather than read them all

10 out loud for the record, I would ask you to just

11 finish reading the email to yourself. And then

12 my question about it is going to be whether you

13 have any reason to believe any one of these

14 items was not, in fact, discussed at the

15 December 3, 2019 Project Omega meeting.

16 MR. MASCITTI: Objection; form and

17 foundation.

18 A. The topics all seem like things we

19 could have discussed, yes.

20 Q. So you don't have any reason to

21 believe they were not discussed; is that

22 correct?

23 MR. MASCITTI: Objection; form.

24 A. I don't.

25 Q. And do you have any reason to believe

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1 EVAN TURTZ

2 well, invoice dates between September 25, 2019

3 and December 9, 2019; is that correct?

4 A. It looks that way.

5 Q. Okay. And all of the work -- and the

6 total amount of -- being billed for legal

7 services and travel time, or what's

8 characterized as nonworking travel, is

9 [REDACTED]

10 A. That looks correct to me.

11 Q. And all that work and time was --

12 except, I suppose, for the part that's

13 nonworking travel -- was for Project Omega; is

14 that correct?

15 A. Yes, I believe so.

16 Q. Okay. And do you know between the

17 time of these invoices and the -- and May 1 of

18 2020, approximately how much your company was

19 billed by Jones Day beyond this for

20 Project Omega-related services?

21 MR. MASCITTI: Objection; form.

22 A. I don't have those numbers in front of

23 me.

24 Q. Do you know approximately or roughly?

25 A. I don't. I don't want to guess.

<p style="text-align: right;">Page 142</p> <p>1 EVAN TURTZ</p> <p>2 Q. Okay.</p> <p>3 A. They continued to work.</p> <p>4 Q. Yeah. I'm sure they did. I was</p> <p>5 trying to quantify the amount of work. That's</p> <p>6 all.</p> <p>7 MR. GOLDMAN: If we could look at</p> <p>8 what's previously been marked -- if we could</p> <p>9 put in the chat box Exhibit 3.</p> <p>10 THE WITNESS: Okay. Is that already</p> <p>11 up in here?</p> <p>12 MR. GOLDMAN: I'm sorry. We already</p> <p>13 looked at that.</p> <p>14 THE WITNESS: Okay.</p> <p>15 MR. GOLDMAN: Sorry.</p> <p>16 BY MR. GOLDMAN:</p> <p>17 Q. Who was George Schroder, or who is</p> <p>18 George Schroder?</p> <p>19 A. George is on the tax team. He</p> <p>20 reported to Larry Kurland.</p> <p>21 Q. And what's Heather Howlett's job?</p> <p>22 A. Heather is the -- I believe she's the</p> <p>23 chief controller, chief accounting person.</p> <p>24 MR. GOLDMAN: Let's take a look at</p> <p>25 Exhibit 3.</p>	<p style="text-align: right;">Page 143</p> <p>1 EVAN TURTZ</p> <p>2 MR. DEPEAU: Exhibit 3 is up in the</p> <p>3 chat.</p> <p>4 THE WITNESS: Okay.</p> <p>5 I've got it.</p> <p>6 BY MR. GOLDMAN:</p> <p>7 Q. This is another, I guess, invitation</p> <p>8 for the same December 3 meeting. And it appears</p> <p>9 to call for a six-hour meeting, from 4:00 to</p> <p>10 10:00.</p> <p>11 Is that your recollection of how long</p> <p>12 that meeting took, or do you -- is that</p> <p>13 consistent with your recollection of how long</p> <p>14 that meeting took?</p> <p>15 A. I don't remember a 4:00 p.m. to</p> <p>16 10:00 p.m. meeting. It's here, so it's</p> <p>17 possible, but I don't remember that.</p> <p>18 Q. Do the meetings typically take about</p> <p>19 the same amount of time they're scheduled for,</p> <p>20 or not necessarily?</p> <p>21 A. I think we all have -- we have</p> <p>22 different length meetings, so I can't really</p> <p>23 comment on that.</p> <p>24 Q. Would it be fair to say, though, if</p> <p>25 someone -- well --</p>
<p style="text-align: right;">Page 144</p> <p>1 EVAN TURTZ</p> <p>2 A. We try to -- to answer your question,</p> <p>3 we try to schedule the meeting in an amount of</p> <p>4 time that we think is required for the meeting.</p> <p>5 But I can't, as I'm sitting here today, say I</p> <p>6 remember that meeting.</p> <p>7 MR. GOLDMAN: If we can look at</p> <p>8 Exhibit 143.</p> <p>9 MR. DEPEAU: 143 is in the chat.</p> <p>10 THE WITNESS: Got it.</p> <p>11 Okay. I see it.</p> <p>12 BY MR. GOLDMAN:</p> <p>13 Q. Now, this looks like it's scheduling a</p> <p>14 shorter meeting from 1:00 to 2:30 on December 13</p> <p>15 of 2019.</p> <p>16 Do you know why there was another</p> <p>17 Project Omega meeting just ten days after what</p> <p>18 appears to have been a longer one?</p> <p>19 A. I don't.</p> <p>20 Q. Do you know why the list of people --</p> <p>21 the circulation list was expanded from the --</p> <p>22 from that, from the December 3rd meeting?</p> <p>23 A. I'd have to go back and look. Do you</p> <p>24 know which people were added and I can maybe</p> <p>25 tell you?</p>	<p style="text-align: right;">Page 145</p> <p>1 EVAN TURTZ</p> <p>2 Q. I can ask you about some of the</p> <p>3 people.</p> <p>4 Sandra Hamrick?</p> <p>5 A. Sandra's just --</p> <p>6 Q. She's your assistant.</p> <p>7 A. Right.</p> <p>8 Q. Bryan Davis, who is he?</p> <p>9 A. Jones Day. I'm not sure what his role</p> <p>10 was.</p> <p>11 Q. And David Butow, I think you earlier</p> <p>12 said who he was. Do you know why he was in the</p> <p>13 expanded list?</p> <p>14 A. I'm not sure. And I'm not sure if he</p> <p>15 was actually in the meeting. Again,</p> <p>16 Mikhael Vitenson, who reported directly to him,</p> <p>17 was on the licensing contracts team. And Beth</p> <p>18 and Christina as well. So I just probably gave</p> <p>19 David a courtesy.</p> <p>20 Q. Christina Stalker, who is she?</p> <p>21 A. Christina Stalker is a lawyer as well.</p> <p>22 She's very knowledgeable about government</p> <p>23 contracts, which is why she joined the team.</p> <p>24 Q. What was -- the CEO is Mr. Lamach. Is</p> <p>25 it pronounced Lamach?</p>

<p style="text-align: right;">Page 146</p> <p>1 EVAN TURTZ</p> <p>2 A. Mike Lamach.</p> <p>3 Q. What was his role in Project Omega?</p> <p>4 A. Mike is the CEO of the company. And</p> <p>5 the business issue of asbestos as being a</p> <p>6 long-term issue for the company and potential to</p> <p>7 have a resolution that's fair to everyone was, I</p> <p>8 would say, near and dear to his heart.</p> <p>9 Q. Do you --</p> <p>10 A. He attended from time to time.</p> <p>11 Q. Did you provide him with updates</p> <p>12 outside of the meetings?</p> <p>13 A. We have a monthly one-on-one, and I</p> <p>14 would say in most of those in my tenure,</p> <p>15 asbestos discussions have been part of it.</p> <p>16 Q. Did you present to Mr. Lamach the</p> <p>17 other options besides the bankruptcy option?</p> <p>18 MR. MASCITTI: Objection on privilege</p> <p>19 grounds.</p> <p>20 To the extent you can answer that</p> <p>21 question without disclosing any</p> <p>22 attorney-client communication or legal</p> <p>23 advice, you may respond.</p> <p>24 A. At a high level, yes. And Mike and</p> <p>25 Dave were all -- Regnery, everybody was</p>	<p style="text-align: right;">Page 147</p> <p>1 EVAN TURTZ</p> <p>2 interested in trying to find a way to fairly</p> <p>3 resolve, you know, our asbestos issues. So we</p> <p>4 looked at everything we could.</p> <p>5 Q. Now, in terms of your terminology, I</p> <p>6 guess may be a better way to put it, does</p> <p>7 Project Omega include the current bankruptcy, or</p> <p>8 did Project Omega end with the May 1 divisional</p> <p>9 merger?</p> <p>10 A. I don't know. I mean, honestly, it's</p> <p>11 a -- just like -- I mean, when you talk about</p> <p>12 the RMT, people still refer to it as</p> <p>13 Project Garden, you know. When you talk about</p> <p>14 Project Omega in the broadest sense, I guess</p> <p>15 people still use the terminology. But there was</p> <p>16 no definitional section of the Project Omega or</p> <p>17 anything else.</p> <p>18 MR. GOLDMAN: If we could look at</p> <p>19 Exhibit 204 --</p> <p>20 THE WITNESS: Okay.</p> <p>21 MR. GOLDMAN: -- if we can put that in</p> <p>22 the chat.</p> <p>23 MR. DEPEAU: All right. Exhibit 204</p> <p>24 is up in the chat.</p> <p>25 THE WITNESS: Thank you.</p>
<p style="text-align: right;">Page 148</p> <p>1 EVAN TURTZ</p> <p>2 Got it.</p> <p>3 BY MR. GOLDMAN:</p> <p>4 Q. This is for a meeting on</p> <p>5 February 19th. It looks like it is scheduled to</p> <p>6 be a half-hour meeting. And it says "Quick</p> <p>7 discussion on proposal submitted."</p> <p>8 That's the email from Amy Roeder to</p> <p>9 Heather Howlett and some people at Jones Day.</p> <p>10 What -- do you know -- and you're</p> <p>11 listed as a cc on this.</p> <p>12 Do you know what proposal she was</p> <p>13 talking about or is being referred to?</p> <p>14 A. I'm not 100 percent positive, but it</p> <p>15 does say "financial advisor," and I know we were</p> <p>16 looking at an outside financial advisor. And</p> <p>17 they probably cc'd me so -- because this was,</p> <p>18 you know, a financial meeting, really.</p> <p>19 Q. Do you recall in February 2020 that --</p> <p>20 any meetings with FTI?</p> <p>21 A. Honestly, I don't recall. I may have</p> <p>22 attended a meeting. It wouldn't shock me if I</p> <p>23 had or hadn't.</p> <p>24 Q. And why was a financial advisor part</p> <p>25 of -- well, was FTI considered as a potential</p>	<p style="text-align: right;">Page 149</p> <p>1 EVAN TURTZ</p> <p>2 financial advisor to Trane?</p> <p>3 A. I believe so. I'm not -- as I sit</p> <p>4 here today, I'm not positive.</p> <p>5 Q. Were they ever retained?</p> <p>6 A. I think so, but I don't recall.</p> <p>7 Q. And do you know, what was -- what was</p> <p>8 the purpose that was contemplated in -- when you</p> <p>9 considered retaining them as a financial</p> <p>10 advisor?</p> <p>11 MR. MASCITTI: Objection; privilege.</p> <p>12 Same caution.</p> <p>13 A. Yeah. At a high level, I think the --</p> <p>14 what was discussed was that a financial advisor</p> <p>15 would be a smart resource to have if the</p> <p>16 entities ended up going into bankruptcy. So</p> <p>17 you'd have someone that was able to assist them</p> <p>18 from a financial point of view. I don't recall</p> <p>19 exactly what their role was, though.</p> <p>20 Q. Okay.</p> <p>21 MR. GOLDMAN: It's just about 1:00.</p> <p>22 Should we take a -- this is a good time, I</p> <p>23 think, for a lunch break.</p> <p>24 MR. MASCITTI: That's fine.</p> <p>25 THE WITNESS: What time do you want me</p>

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1 EVAN TURTZ
2 to return?
3 MR. GOLDMAN: 1:30. Does that work
4 for you?
5 THE WITNESS: Yeah, that's fine.
6 Thank you.
7 MR. GOLDMAN: Great. Thank you.
8 VIDEOGRAPHER: This marks the end of
9 Media Number 2.
10 We are going off the record at
11 12:57 p.m.
12 - - -
13 Thereupon, the luncheon recess was
14 taken at 12:57 p.m.
15 - - -
16
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1 EVAN TURTZ
2 A. Not yet. We're getting closer, as I
3 recall.
4 Q. And what was your -- and when did you
5 make the decision to move forward with the --
6 "move forward" may not be the right word, but
7 when did you make the decision to -- excuse me.
8 When did you make the decision to move
9 forward with the divisive merger under Texas
10 law?
11 MR. MASCITTI: Objection; form.
12 A. The divisional merger?
13 Q. Yes.
14 A. I don't recall exactly the date.
15 Sometime in the spring of '20.
16 Q. Okay. And what was your purpose in
17 contacting Mr. Zafari?
18 A. Well, if we did end up going forward
19 with the divisional mergers, we were going to
20 need independent managers.
21 Q. And why did you need independent
22 managers?
23 A. Form. Normal corporate business form.
24 Q. Okay. And "normal corporate business
25 form," is that your understanding that that's a

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1 EVAN TURTZ
2 APRIL 5, 2021
3 MONDAY AFTERNOON SESSION
4 1:36 P.M.
5 - - -
6 VIDEOGRAPHER: This marks the start of
7 Media Number 3.
8 We are back on the record at 1:36 p.m.
9 BY MR. GOLDMAN:
10 Q. Mr. Turtz, when we -- shortly before
11 we broke, I think you were testifying a little
12 bit about independent and nonindependent
13 managers, and we talked a little bit about
14 Mr. Zafari and Mr. Dufour. So let me go back to
15 that subject.
16 Did there come a point in time when
17 you decided to contact -- let me talk about
18 Mr. Zafari first -- Mr. Zafari about serving as
19 a manager in one of these newly created
20 entities?
21 A. Yes.
22 Q. Okay. And was that -- at that time,
23 when you made that contact, had you decided to
24 go ahead with the divisive merger under Texas
25 law?

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1 EVAN TURTZ
2 legal requirement or something just that you
3 like to do?
4 A. Something we wanted.
5 Q. Okay. And why did you want it?
6 MR. MASCITTI: Objection; privilege.
7 To the extent that you can respond to
8 that question without disclosing any
9 attorney-client communication or legal
10 advice, you may respond.
11 A. I think for what -- you know, the
12 potential of what we were thinking about, those
13 entities, if they were thinking about doing a
14 bankruptcy filing, that it was good to have
15 somebody that was independent on there.
16 Q. Why?
17 MR. MASCITTI: Same objection and same
18 caution.
19 A. Just, again, going back to corporate
20 form.
21 Q. I'm sorry. What do you mean by
22 corporate -- if I understand you correctly,
23 you're saying corporate form is not a legal
24 requirement, but something you decided to do
25 and -- sorry -- and I asked why. Why did you

<p style="text-align: right;">Page 154</p> <p>1 EVAN TURTZ</p> <p>2 want to do that even though it wasn't -- at</p> <p>3 least it's not your understanding that it's</p> <p>4 legally required?</p> <p>5 MR. MASCITTI: Same objection.</p> <p>6 Same caution.</p> <p>7 A. Just, again, having someone from the</p> <p>8 outside is always a good set of eyes. It's</p> <p>9 always a good thing.</p> <p>10 Q. Okay. And did you consider other</p> <p>11 people other than Mr. Zafari and Mr. Dufour?</p> <p>12 A. May have considered one other person,</p> <p>13 but Mr. Zafari and Mr. Dufour were chosen.</p> <p>14 Q. Who chose them?</p> <p>15 A. We asked if they wanted to be on the</p> <p>16 board, so Mike and I.</p> <p>17 Q. Mike Lamach?</p> <p>18 A. Yes.</p> <p>19 Q. And who was the other person you</p> <p>20 considered?</p> <p>21 A. If I recall correctly, it was a -- I'm</p> <p>22 sure he was quite busy, so he was kind of a no</p> <p>23 out of the box, but we asked Didier Teirlinck if</p> <p>24 he would be interested.</p> <p>25 Q. And had he previously worked for the</p>	<p style="text-align: right;">Page 155</p> <p>1 EVAN TURTZ</p> <p>2 Ingersoll Rand or Trane organization?</p> <p>3 A. He worked for the Ingersoll Rand.</p> <p>4 Q. And what was his job while he worked</p> <p>5 with Ingersoll Rand?</p> <p>6 A. He was an executive vice president.</p> <p>7 Q. In charge of what?</p> <p>8 A. He was in charge of the HVAC space.</p> <p>9 Q. And when did he leave Ingersoll Rand?</p> <p>10 A. I want to say '17 -- '16, '17.</p> <p>11 Q. '16 or 2017?</p> <p>12 A. Yeah.</p> <p>13 Q. And how did you know he was too busy</p> <p>14 to take it on?</p> <p>15 A. He told me.</p> <p>16 Q. So you called him also?</p> <p>17 A. Yeah. I talked to him very early,</p> <p>18 yeah.</p> <p>19 Q. Did you talk to him before you spoke</p> <p>20 with Mr. Zafari?</p> <p>21 A. I think I called around the same time.</p> <p>22 Q. Who did you call first?</p> <p>23 A. I can't remember.</p> <p>24 Q. How about between Mr. Zafari and</p> <p>25 Mr. Dufour, which one of them did you call</p>
<p style="text-align: right;">Page 156</p> <p>1 EVAN TURTZ</p> <p>2 first?</p> <p>3 A. I can't remember.</p> <p>4 Q. Well, I assume you didn't call --</p> <p>5 sorry. What's the other gentleman's name who</p> <p>6 you didn't --</p> <p>7 A. Mr. Teirlinck.</p> <p>8 Q. Mr. Teirlinck.</p> <p>9 I assume you didn't call him last,</p> <p>10 right, because --</p> <p>11 A. I don't think I did. Didier and</p> <p>12 Robert were both executive vice presidents, so I</p> <p>13 probably called them first, but I really don't</p> <p>14 remember.</p> <p>15 Q. Did you consider calling anyone who</p> <p>16 had never worked for Ingersoll Rand or Trane?</p> <p>17 A. We didn't.</p> <p>18 Q. Why not?</p> <p>19 A. We just didn't.</p> <p>20 Q. Mr. Teirlinck, who -- is that someone</p> <p>21 Mr. Lamach suggested to you, or did you suggest</p> <p>22 him to Mr. Lamach?</p> <p>23 A. I don't recall.</p> <p>24 Q. How about Mr. Zafari? Did you suggest</p> <p>25 him to Mr. Lamach, or did he suggest him to you?</p>	<p style="text-align: right;">Page 157</p> <p>1 EVAN TURTZ</p> <p>2 A. Don't recall.</p> <p>3 Q. And same question with Mr. Dufour. Do</p> <p>4 you recall --</p> <p>5 A. I don't recall who suggested, you</p> <p>6 know. We kind of batted some ideas around. I</p> <p>7 don't remember, honestly.</p> <p>8 Q. And you're the person who contacted</p> <p>9 all three of those gentlemen; is that right?</p> <p>10 A. I am.</p> <p>11 Q. Okay. And did you know Mr. Zafari</p> <p>12 before you called him?</p> <p>13 A. I did.</p> <p>14 Q. Had you worked with him in the past?</p> <p>15 A. I have.</p> <p>16 Q. And in what capacity?</p> <p>17 A. Kind of multiple over the years. I</p> <p>18 have 17 years with the company. But the last</p> <p>19 role, he was the executive vice president for</p> <p>20 the industrial businesses, and I was the general</p> <p>21 counsel for the industrial businesses.</p> <p>22 Q. And did you know Mr. Dufour before you</p> <p>23 called him?</p> <p>24 A. I did.</p> <p>25 Q. And how did you know him?</p>

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1 EVAN TURTZ

2 A. Again, multiple roles over -- he was

3 another long-term employee. His last role, I

4 believe, was -- I think he was the president of

5 Club Car before he retired. And the Club Car

6 businesses rolled up into the industrial

7 businesses, so I had the legal function.

8 Q. And did you know Mr. Teirlinck before

9 you called him?

10 A. I did.

11 Q. And how did you know him?

12 A. Again, multiple ways. But he was the

13 head of the commercial HVAC climate businesses.

14 He had residential as well. So with him wasn't

15 direct legal, but I obviously was the corporate

16 secretary for the whole company, so we had

17 interaction.

18 Q. And did Mr. Teirlinck tell you what he

19 was busy with?

20 A. He's splitting time out of the

21 country, and he's got another board that he's

22 on, and so that was that kind of thing.

23 Q. Where does he live?

24 A. I think he has a place in New York and

25 in Paris.

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2 A. I told him that we were trying to find

3 a way to fairly resolve our asbestos

4 liabilities, and that we're contemplating doing

5 the divisional mergers, and the entities that

6 are formed, a couple of them are going to have

7 to look at different outcomes, one of which may

8 be the filing of a bankruptcy.

9 Q. Did you tell him what the other --

10 A. With the goal of establishing a

11 trust -- excuse me.

12 With the goal of establishing a trust

13 for the legitimate claimants.

14 Q. Did you tell him what other outcomes

15 might be, that is, other than bankruptcy?

16 A. I probably gave him a high level on

17 insurance and planned sales and other corporate

18 restructuring.

19 Q. You probably did or you did, do you

20 know?

21 A. I'm sure I did.

22 Q. Did you tell Mr. Zafari what his

23 compensation would be if he elected to proceed?

24 A. I'm not sure if I had -- if I told him

25 on the first call. It definitely came up before

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2 Q. Now, what was your purpose in making

3 these calls?

4 A. Just to gauge a level of interest to

5 see if they would be interested in serving on

6 the board.

7 Q. And did you have a specific board -- I

8 gather you don't remember who you called first,

9 but -- withdrawn.

10 Am I understanding you correctly to

11 say that you're not sure whether you called

12 Mr. Teirlinck or Mr. Zafari first, but you think

13 you called Mr. Dufour third; is that correct?

14 A. That's -- as I sit here today, I don't

15 remember, but that sounds like it's right.

16 Q. And when you -- whoever you called

17 first, did you have a specific board in mind for

18 them when you called them?

19 A. Did I have a specific?

20 Q. Board. One entity as opposed to

21 another, Aldrich or Murray?

22 A. No.

23 Q. And just focusing on Mr. Zafari right

24 now, regardless of whether you called him first

25 or second, what did you tell him?

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2 he accepted the role.

3 Q. And do you know when he accepted the

4 role?

5 A. Well, it was after the -- it was one

6 of these, you know, obviously we're forming the

7 entity, so sort of wait in the wings and see if

8 it happens or not, and when it was formed,

9 that's when he went on the board. I don't have

10 the dates right in front of me. I apologize for

11 that.

12 Q. I mean, the entity was formally formed

13 on May 1. That's the date of the divisional

14 merger. But I assume that there was a date

15 before that when you contacted him and said, you

16 know, "We're going to do this. We're -- you

17 know, you're in." Is that -- in substance. Is

18 that correct?

19 A. In substance, he was definitely

20 waiting in the wings, as was Marc Dufour, as to

21 whether we did it or not. And once it was done

22 and the entities were formed, they joined the

23 board. But, yes, it was obviously before

24 May 1st. If that's the date of the divisional

25 mergers, then it would have -- we would have

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<p>1 EVAN TURTZ</p> <p>2 talked prior to that.</p> <p>3 Q. And approximately how much prior to</p> <p>4 that was the decision made to proceed?</p> <p>5 MR. MASCITTI: Objection; form.</p> <p>6 A. Decision made to proceed? I'm sorry.</p> <p>7 Q. Proceed with the divisional merger.</p> <p>8 A. There was a very short time period</p> <p>9 between the -- as I recall, between the</p> <p>10 divisional -- between the go/no go and the</p> <p>11 ultimate divisional merger.</p> <p>12 Q. Did you send Mr. Zafari any emails or</p> <p>13 materials?</p> <p>14 A. I imagine I sent him, and probably</p> <p>15 Marc, too -- I can't recall -- Bestwall brief</p> <p>16 maybe, the informational brief, and I can't</p> <p>17 recall if I sent anything other than that. I</p> <p>18 recall sending the -- I think it was the day one</p> <p>19 filing of Bestwall.</p> <p>20 MR. GOLDMAN: If we could look at the</p> <p>21 document that starts with Bates Number 52263</p> <p>22 in the chat.</p> <p>23 MR. DEPEAU: Okay. That document is</p> <p>24 in the chat, and it will be</p> <p>25 Committee Exhibit 212.</p>	<p>1 EVAN TURTZ</p> <p>2 THE WITNESS: Got it. Thanks.</p> <p>3 - - -</p> <p>4 (Committee Exhibit 212 marked.)</p> <p>5 - - -</p> <p>6 BY MR. GOLDMAN:</p> <p>7 Q. And is this the email that you sent</p> <p>8 attaching the Bestwall information briefs?</p> <p>9 A. I can't remember specifically, but it</p> <p>10 certainly looks like it.</p> <p>11 Q. And does February 14, 2020 sound</p> <p>12 pretty close to the time you spoke to Mr. Zafari</p> <p>13 on the phone?</p> <p>14 A. I don't have any reason to doubt the</p> <p>15 date in the email.</p> <p>16 Q. Would it be fair to assume that you</p> <p>17 spoke with him before you sent the email?</p> <p>18 A. Probably fairly quickly before that,</p> <p>19 yeah.</p> <p>20 Q. And did you call Mr. Dufour pretty</p> <p>21 close in time to this same time?</p> <p>22 A. I think so, yes.</p> <p>23 Q. And did you also send him the Bestwall</p> <p>24 informational brief?</p> <p>25 A. I believe I did, but I'm not</p>
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<p>1 EVAN TURTZ</p> <p>2 100 percent certain.</p> <p>3 Q. And just going back to Mr. Zafari, why</p> <p>4 did you send him the Bestwall informational</p> <p>5 brief?</p> <p>6 A. I wanted him to see the one potential</p> <p>7 outcome of him joining the board.</p> <p>8 Q. And how had you obtained the Bestwall</p> <p>9 informational brief?</p> <p>10 A. That's a good question. I don't</p> <p>11 remember. I either got it from Jones Day or got</p> <p>12 it from someone else, and I can't recall.</p> <p>13 Q. Did you send Mr. Zafari anything other</p> <p>14 than the Bestwall informational brief?</p> <p>15 A. I'm not certain. I don't think so.</p> <p>16 Q. Now, we talked a little bit earlier</p> <p>17 about Amy Roeder in some respect. She was</p> <p>18 someone you considered to be a -- she was made a</p> <p>19 manager of both Aldrich and Murray; is that</p> <p>20 correct?</p> <p>21 A. That is correct.</p> <p>22 Q. And who selected her to be a manager</p> <p>23 of those two entities?</p> <p>24 A. Would have been a discussion with</p> <p>25 finance and legal. I'm sure Chris Kuehn was</p>	<p>1 EVAN TURTZ</p> <p>2 involved, and I.</p> <p>3 Q. Was Mr. Lamach consulted on that as</p> <p>4 well?</p> <p>5 A. I'm sure he was.</p> <p>6 Q. Who first suggested her?</p> <p>7 A. I don't remember. It could have been</p> <p>8 me because I knew that she had a good strong --</p> <p>9 a financial background and she knew our asbestos</p> <p>10 portfolio very well.</p> <p>11 Q. Okay.</p> <p>12 A. It may have been Chris. I'm not sure.</p> <p>13 But somebody -- one of us did.</p> <p>14 Q. And she had been involved with</p> <p>15 Project Omega from its inception; is that</p> <p>16 correct?</p> <p>17 A. If not from day one, very early on,</p> <p>18 yes. So I wouldn't be surprised if it's from</p> <p>19 day one.</p> <p>20 Q. And she had attended the December 3,</p> <p>21 2019 meeting; is that correct?</p> <p>22 A. I'd have to go back and look at that</p> <p>23 attendance sheet. And I don't know who was</p> <p>24 there and who wasn't, but I have no reason to</p> <p>25 question that she --</p>

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2 the end of May?

3 A. No.

4 Q. Was that timeline ever discussed in

5 your presence?

6 A. No. There was the formation of the

7 two subsidiaries that potentially could go into

8 bankruptcy, and then there was series of

9 meetings with their boards to discuss the

10 potential for filing. It was -- as I've said

11 before, filing bankruptcy was one potential

12 outcome.

13 Q. Was there a timeline ever discussed in

14 your presence, either physical presence or

15 virtual presence, about when a bankruptcy would

16 be filed, if one were to be filed?

17 A. No.

18 MR. MASCITTI: Objection.

19 A. The only thing that we discussed was

20 giving the boards of the two entities time to

21 ask questions and contemplate and look at other

22 options and make their decision.

23 Q. Now, Amy Roeder, I think we discussed

24 earlier, became a manager of both Aldrich and

25 Murray; is that correct?

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2 it appear that way?")

3 A. I would say yes.

4 Q. Do you have any idea how whoever

5 authored this agenda might get the impression

6 that a bankruptcy was going to be filed by

7 May 1?

8 MR. MASCITTI: Objection; form.

9 A. I don't, because, you know, we --

10 there was no decision that -- those boards were

11 making those decisions. What I will say and

12 what I've testified to is bankruptcy was

13 definitely one outcome that could happen.

14 Q. And is it your testimony that up

15 through and including May 1, there was no

16 timeline ever discussed for when outcomes would

17 be decided upon?

18 MR. MASCITTI: Objection to form.

19 A. The way I would view the timeline was

20 we needed and wanted to give the boards of the

21 two subsidiaries time to contemplate and time to

22 understand the issues before they reached their

23 decisions. So that's the timeline, I would say.

24 Q. As of May 1, had the Omega -- or

25 Project Omega team reached a consensus as to

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2 A. That's correct.

3 Q. And if we go back to the prior exhibit

4 there, it looks like she was a participant in

5 this meeting for which this was the agenda; is

6 that correct?

7 A. Which document?

8 Q. We don't have an exhibit number, but

9 it's 4761.

10 A. Okay. Let me open it up.

11 This is the PwC document, and it looks

12 like Amy is on the invitation list.

13 Q. And it looks like she received this

14 agenda, which is 4763.

15 Does it appear that way?

16 A. Sorry. I just hit the wrong button.

17 Just give me one second.

18 Okay. I'm back. Sorry.

19 Could you ask your question again?

20 I'm sorry.

21 MR. GOLDMAN: Could you read -- could

22 the reporter read back the question, please?

23 (Record read as follows:

24 "Question: And it looks like she

25 received this agenda, which is 4763. Does

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1 EVAN TURTZ

2 what the best outcome would be?

3 MR. MASCITTI: Objection.

4 A. I can't speak for the Omega team, you

5 know. What I would say is we were doing the

6 divisional merger to provide optionality and

7 resources, and that the bankruptcy of the two

8 subsidiaries, if the boards had chosen to do

9 that, was a viable option request.

10 Q. Had you reached a conclusion

11 personally as to whether bankruptcy would be the

12 best option for Trane?

13 MR. MASCITTI: Objection; form.

14 A. Yeah, to me, the contemplation of

15 resolving the asbestos business issues that we

16 had, which were pretty big, trying to find a

17 solution that was fair to current and future

18 claimants, and trying to find, you know, one

19 that provided finality, was foremost on my mind.

20 And I looked at the various options, and I did

21 feel that bankruptcy was a very viable option.

22 Again, it wasn't my decision. It was the boards

23 of the two subsidiaries.

24 Q. I understand. You said that. And my

25 question was more had you personally just

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<p>1 EVAN TURTZ</p> <p>2 reached the conclusion that bankruptcy would be</p> <p>3 the best option?</p> <p>4 A. The establishment of a trust, you</p> <p>5 know --</p> <p>6 MR. MASCITTI: Objection.</p> <p>7 A. -- efficiencies for current and future</p> <p>8 claimants in getting cash, you know,</p> <p>9 establishing entities that have cash or revenue</p> <p>10 stream, insurance, and a funding agreement, all</p> <p>11 of those things were things that, in my mind, I</p> <p>12 thought to get to the point of getting a trust</p> <p>13 would be a good thing for everyone.</p> <p>14 Q. So was the answer to my question yes?</p> <p>15 MR. MASCITTI: Objection; form.</p> <p>16 A. I can't tell you when I had that</p> <p>17 opinion, but I certainly have it now.</p> <p>18 Q. Well, did you have it by May 1 of</p> <p>19 2020?</p> <p>20 A. I can't recall when I had that.</p> <p>21 But --</p> <p>22 Q. You had -- did you attend all of the</p> <p>23 board of managers meetings for Aldrich and</p> <p>24 Murray up until the time of the bankruptcy</p> <p>25 filings?</p>	<p>1 EVAN TURTZ</p> <p>2 A. I can't recall if I had a vacation and</p> <p>3 missed one, but my expectation was I was invited</p> <p>4 to them and I did attend them.</p> <p>5 Q. And did you learn anything in any of</p> <p>6 those meetings that was new to you, that hadn't</p> <p>7 already been considered before May 1, 2020?</p> <p>8 A. I thought there were a lot of</p> <p>9 thoughtful questions from the boards in looking</p> <p>10 at the various options. I recall both Robert</p> <p>11 and Marc asking about what it would mean --</p> <p>12 MR. HIRST: Hold on, Mr. Turtz. Let</p> <p>13 me now interject on behalf of the debtors.</p> <p>14 If they are -- I don't want you to reveal</p> <p>15 any questions seeking legal advice that may</p> <p>16 have been asked by the board. If it was</p> <p>17 questions not seeking legal advice,</p> <p>18 questions of factual nature, that's fine.</p> <p>19 But on behalf of debtors, if you're about to</p> <p>20 reveal information of questions asked by</p> <p>21 board members to lawyers seeking legal</p> <p>22 advice, then I'll instruct you not to</p> <p>23 disclose that.</p> <p>24 THE WITNESS: Okay. Thanks, Morgan,</p> <p>25 for that.</p>
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<p>1 EVAN TURTZ</p> <p>2 A. Let me see if I can say it at a high</p> <p>3 level without revealing attorney-client.</p> <p>4 I think that board members asked</p> <p>5 really good questions about what it would mean</p> <p>6 to be associated with a debtor entity just in</p> <p>7 general, for them and the board and reputation,</p> <p>8 et cetera. I'll leave it at that.</p> <p>9 Q. Did you learn any -- so I understand</p> <p>10 that you think that the board of managers --</p> <p>11 some of the board of managers asked good</p> <p>12 questions, but did you learn anything new during</p> <p>13 these board of managers meetings?</p> <p>14 MR. MASCITTI: Mr. Goldman, I'm</p> <p>15 assuming we're done now with the 30(b)(6)</p> <p>16 portion of the deposition as it relates to</p> <p>17 that first topic?</p> <p>18 MR. GOLDMAN: I don't think so,</p> <p>19 because I asked earlier if Project Omega,</p> <p>20 when it ended and whether it -- whether the</p> <p>21 bankruptcy is part of Project Omega. And as</p> <p>22 I understood the witness, he said yes.</p> <p>23 THE WITNESS: No, I don't think that's</p> <p>24 what I said.</p> <p>25 MR. GOLDMAN: Okay. Let's be clear,</p>	<p>1 EVAN TURTZ</p> <p>2 then.</p> <p>3 BY MR. GOLDMAN:</p> <p>4 Q. Did Project Omega end or is it</p> <p>5 ongoing?</p> <p>6 A. When I think about the term</p> <p>7 "Project Omega," it's just a term. So the</p> <p>8 project was designed to do the corporate</p> <p>9 restructuring. So if you want to be very</p> <p>10 specific about it, it's over. But if you want</p> <p>11 to talk about nomenclature in the company,</p> <p>12 that's a different story. That's candidly what</p> <p>13 I was saying.</p> <p>14 Q. I don't --</p> <p>15 A. Project Omega was licensing, was</p> <p>16 contracts, and was the corporate restructuring.</p> <p>17 Q. And was the decision to file for</p> <p>18 bankruptcy part of Project Omega?</p> <p>19 A. Absolutely not. We didn't make that</p> <p>20 decision.</p> <p>21 Q. All right. Then let's stick with some</p> <p>22 other things and we'll go back to that.</p> <p>23 MR. GOLDMAN: If we look at --</p> <p>24 MR. MASCITTI: Steve, can we take a</p> <p>25 five-minute break before you move on?</p>

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2 MR. GOLDMAN: Sure.
3 MR. MASCITTI: Thank you.
4 VIDEOGRAPHER: We are going off the
5 record at 2:42 p.m.
6 (Recess taken.)
7 VIDEOGRAPHER: This marks the start of
8 Media Number 4.
9 We are back on the record at 2:51 p.m.
10 MR. GOLDMAN: If we could look at
11 the -- in the chat box, TRANE-DEBTORS 3532.
12 THE WITNESS: That's Exhibit 115?
13 MR. DEPEAU: Yes, that's right.
14 MR. GOLDMAN: Oh, it is?
15 MR. DEPEAU: Yes.
16 THE WITNESS: Got it.
17 BY MR. GOLDMAN:
18 Q. Okay. This is for a meeting of
19 September 9th with Mr. Lamach, David Regnery,
20 Donny Simmons, Jason Bingham, yourself, and
21 Ray Pittard; is that correct?
22 A. That looks right, yes.
23 Q. Was this your first discussion with
24 Mr. Lamach about the potential for a bankruptcy?
25 A. In September of '19?

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1 EVAN TURTZ
2 Q. Was it before you retained Jones Day?
3 MR. MASCITTI: Objection; form.
4 A. Somewhere right around there. I can't
5 remember if it was before or after.
6 Q. Right around the same time?
7 A. Yeah, give or take.
8 MR. GOLDMAN: If we can put in the
9 chat box Committee Exhibit 146.
10 MR. DEPEAU: That document's in the
11 chat, Mr. Turtz.
12 THE WITNESS: Thank you.
13 Okay.
14 BY MR. GOLDMAN:
15 Q. And this -- the top is some email
16 correspondence transmitting PowerPoint slides;
17 is that correct?
18 A. I don't see any slides attached, but I
19 think that's the gist of the email, yeah.
20 Q. Maybe I have the -- sorry about that.
21 Oh, sorry.
22 MR. GOLDMAN: Can we put in -- can we
23 put up TRANE_1979.
24 MR. DEPEAU: Okay. That document's up
25 in the chat. And it will be

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1 EVAN TURTZ
2 Q. Yes.
3 A. No. It would have been much earlier
4 than that.
5 Q. Okay. How about Mr. Pittard? Was it
6 your first discussion with him on that subject?
7 A. I don't recall. I know that I sent
8 a -- if I recall correctly, the Bestwall brief.
9 Q. To who?
10 A. To Ray, I believe. I believe he
11 wanted to read it.
12 Q. You think in advance of this meeting?
13 A. It would have been earlier, I think.
14 Q. And who is Jason Bingham? Maybe you
15 told me before. I don't remember.
16 A. Jason is the head of our residential
17 business.
18 Q. Okay. And what's your memory of
19 approximately when you first discussed potential
20 bankruptcy with Mike Lamach?
21 MR. MASCITTI: Objection; form.
22 A. My recollection would be shortly after
23 reading the Bestwall brief. And I can't
24 remember. It was probably April, May, June of
25 '19.

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2 Committee Exhibit 215.
3 MR. GOLDMAN: Oh, this is the same
4 thing we looked at earlier, isn't it?
5 THE WITNESS: Okay. Got it.
6 MR. GOLDMAN: I'm sorry. Is this the
7 same thing we looked at earlier?
8 THE WITNESS: Yeah, I think we already
9 looked at this document.
10 MR. DEPEAU: Yeah, I apologize.
11 That's actually Committee Exhibit 205.
12 MR. GOLDMAN: My apologies. We've
13 already gone through all of that. You can
14 close that out, then.
15 BY MR. GOLDMAN:
16 Q. Let me ask you about another subject
17 of your 30(b)(6) designation, which is the
18 contention that the staggering costs of fully
19 defending the disputed asbestos claims in the
20 tort system make fair and equitable resolutions
21 of those claims though the tort system
22 effectively impossible.
23 So what I'd like to first ask you
24 about that, the staggering costs of fully
25 defending the disputed claims, what were the

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<p>1 EVAN TURTZ</p> <p>2 Q. Okay. So if Trane were sued for an</p> <p>3 asbestos claim, do you know whether Trane would</p> <p>4 have the ability to pursue insurance coverage</p> <p>5 for that claim?</p> <p>6 A. I don't know.</p> <p>7 Q. And, again, is that an Allan Tananbaum</p> <p>8 question?</p> <p>9 A. Yep.</p> <p>10 Q. I think he's going to be busy next</p> <p>11 week.</p> <p>12 MS. JENNINGS: Mr. Turtz, that all I</p> <p>13 have for you right now. Thank you.</p> <p>14 THE WITNESS: Okay. Thank you.</p> <p>15 MR. GOLDMAN: Why don't we take a</p> <p>16 15-minute break, if that makes sense, and</p> <p>17 then we'll go on to the individual.</p> <p>18 MR. MASCITTI: Do we need a full 15?</p> <p>19 MR. GOLDMAN: I think a little less is</p> <p>20 fine. 10 minutes?</p> <p>21 MR. MASCITTI: All right. 10 minutes.</p> <p>22 MR. GOLDMAN: Okay. Thanks.</p> <p>23 VIDEOGRAPHER: We are going off the</p> <p>24 record at 3:14 p.m.</p> <p>25 (Recess taken.)</p>	<p>1 EVAN TURTZ</p> <p>2 VIDEOGRAPHER: This marks the start of</p> <p>3 Media Number 5.</p> <p>4 We are back on the record at 3:26 p.m.</p> <p>5 FURTHER EXAMINATION</p> <p>6 BY MR. GOLDMAN:</p> <p>7 Q. Mr. Turtz, once Aldrich and Murray</p> <p>8 were created by the two divisional mergers, were</p> <p>9 they assigned seconded employees from Trane?</p> <p>10 MR. MASCITTI: Mr. Goldman, I'm sorry.</p> <p>11 Are you starting in on another 30(b)(6)</p> <p>12 topic? Is that --</p> <p>13 MR. GOLDMAN: No, I think we're done.</p> <p>14 I think I'd said earlier I was done with</p> <p>15 that.</p> <p>16 MR. MASCITTI: Okay. I'm sorry.</p> <p>17 MR. GOLDMAN: Yeah. I mean, I'm sure</p> <p>18 there might be some overlap on the</p> <p>19 individual, but yeah.</p> <p>20 MR. MASCITTI: I just wanted to be</p> <p>21 clear we're on the individual portion now.</p> <p>22 MR. GOLDMAN: Yes. We're making</p> <p>23 progress towards finishing the day. I've</p> <p>24 got a little ways to go, but we're not miles</p> <p>25 and miles.</p>
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<p>1 EVAN TURTZ</p> <p>2 BY MR. GOLDMAN:</p> <p>3 Q. Once the -- so let me start again.</p> <p>4 Once the Aldrich and Murray entities</p> <p>5 were created by the two divisional mergers, they</p> <p>6 were assigned seconded employees; is that</p> <p>7 correct?</p> <p>8 A. That's correct.</p> <p>9 Q. And who made the decision as to</p> <p>10 whether to second employees and which employees</p> <p>11 should be seconded?</p> <p>12 A. I probably made that decision.</p> <p>13 Q. Okay. And with regard to Aldrich,</p> <p>14 who -- what Trane employees were seconded to</p> <p>15 Aldrich?</p> <p>16 A. There's an agreement, and I can't -- a</p> <p>17 written agreement, but I don't have it in front</p> <p>18 of me. I would think that it was Allan, Robb,</p> <p>19 Phyllis. And I can't recall if there was anyone</p> <p>20 else.</p> <p>21 Q. "Phyllis" would be Phyllis who?</p> <p>22 A. Phyllis Morey, who retired. I think</p> <p>23 when we did -- I have a recollection that she</p> <p>24 had some secondment as well.</p> <p>25 Q. And do you personally continue to</p>	<p>1 EVAN TURTZ</p> <p>2 provide legal services -- I shouldn't say</p> <p>3 "continue."</p> <p>4 Do you personally provide legal</p> <p>5 services to Aldrich?</p> <p>6 A. I have been invited to the board</p> <p>7 meetings to provide legal services and have done</p> <p>8 so and will attend board meetings as long as I'm</p> <p>9 invited. Specific day-to-day, no.</p> <p>10 Q. Other than attending board meetings,</p> <p>11 have you provided any legal services to Aldrich</p> <p>12 or Murray?</p> <p>13 A. No.</p> <p>14 Q. And with regard to the Aldrich board</p> <p>15 meetings, who makes the decision as to who will</p> <p>16 be invited to those meetings?</p> <p>17 A. My understanding is that the board</p> <p>18 members do.</p> <p>19 Q. As a group?</p> <p>20 A. Yes.</p> <p>21 Q. And what is your purpose in attending</p> <p>22 the Aldrich board meetings?</p> <p>23 A. I think my purpose is to provide legal</p> <p>24 advice, if needed. To be perfectly honest, I'm</p> <p>25 often in just a listening mode.</p>

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1 EVAN TURTZ

2 Q. And the same would be true with regard

3 to the Murray board?

4 A. Yes.

5 MR. GOLDMAN: Let's post Exhibit 28 in

6 the chat box.

7 MR. DEPEAU: Okay. Exhibit 28 is up

8 in the chat.

9 THE WITNESS: Thank you.

10 BY MR. GOLDMAN:

11 Q. And Exhibit 28 appears to be the

12 minutes of the first Aldrich board of managers

13 meeting on May 8, 2020. And it says in the

14 third paragraph of these minutes that, at the

15 invitation of the board, the following persons

16 participated in the meeting. And I see you

17 listed under Number 2 there, along with

18 Sara Walden Brown.

19 Do you recall attending this meeting?

20 A. I have a general recollection, yes.

21 Q. And who asked you to come?

22 A. I believe Allan did.

23 Q. And Allan, again, is a lawyer --

24 A. Allan Tananbaum.

25 Q. Allan Tananbaum, right.

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2 seen each other.

3 Q. You have talked with him since he left

4 the company, because you called him --

5 A. I talked to him -- yes, the phone

6 calls about serving on the board, but I thought

7 you were talking about just --

8 Q. Otherwise, yeah.

9 A. Yeah.

10 Q. So since Mr. Zafari left

11 Ingersoll Rand, the only communications with him

12 were on the phone call or phone calls about

13 serving on the board; is that correct?

14 A. That's correct.

15 Q. And your only email communication or

16 nonverbal communication with him that you

17 recall, it was sending him the Bestwall

18 informational brief; is that right?

19 A. As far as I recall, that's correct.

20 Q. Now, Mr. Tananbaum testified in his

21 deposition that Jones Day did the initial draft

22 of the minutes of this meeting and I think of

23 all of the board of managers meetings up until

24 the bankruptcy filing.

25 Were you aware of that before I just

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1 EVAN TURTZ

2 And the -- did you do any speaking at

3 this meeting that you recall, this initial

4 meeting on May 8?

5 A. I don't have a recollection. I

6 haven't seen those minutes before, so if there's

7 something in there that said I spoke, I

8 wouldn't -- but I don't remember speaking in

9 that meeting, no, other than hellos.

10 Q. Yeah.

11 And had you seen -- let me see here,

12 board minutes -- have you seen Mr. Zafari --

13 withdrawn.

14 So this was post everyone going into

15 COVID seclusion, so was this meeting by virtual

16 meeting?

17 A. It was.

18 Q. And had you seen -- had you been on

19 any Zoom calls or other virtual calls with

20 Mr. Zafari before this meeting, you know, since

21 the time he left Ingersoll Rand?

22 MR. MASCITTI: Objection; form.

23 A. I had not seen Robert or talked to him

24 since he retired. He may have sent me a text at

25 some point just to say hello, but we have not

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2 said that?

3 A. I was not specifically aware of that.

4 Q. Have you ever attended another board

5 meeting where the outside counsel drafted the

6 minutes of that meeting, of any board that

7 you've been on?

8 A. Have I personally held that

9 experience?

10 Q. Yes.

11 A. I don't think so, no.

12 Q. And what --

13 A. I don't think it's uncommon, though.

14 I think that law firms do serve in that

15 capacity.

16 Q. What boards do you currently serve on?

17 A. I'd have to look at the list --

18 corporate entity list. So I don't have it

19 memorized.

20 Q. So you do serve on boards of certain

21 of the corporate entities within the Trane

22 enterprise, but you're just not certain off the

23 top of your head which ones; is that correct?

24 A. Fair, yes.

25 Q. Okay. And do you serve on boards

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1 EVAN TURTZ
2 \$5.5 million verdict against it. With costs and
3 [REDACTED]
4 [REDACTED]
5 Earlier you testified that there had
6 been no cases taken to trial. Is this one that
7 you'd forgotten about?
8 A. Yeah. It was before my time, but I do
9 have a recollection. I believe that case was in
10 Louisiana. I'm not positive.
11 Q. Okay. And do you know whether that
12 case was -- do you have any knowledge of the
13 merits of that case?
14 MR. MASCITTI: Objection; form.
15 A. I don't, as we sit here today.
16 Q. So you don't know if that was a fair
17 or unfair verdict because you just don't have
18 the information; is that correct?
19 A. I don't have the information as we sit
20 here today.
21 Q. If I could draw your attention to
22 Page 32 of the PowerPoint.
23 MR. MASCITTI: What's the Bates
24 number, Mr. Goldman?
25 MR. GOLDMAN: Page 32 is 50743.

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1 EVAN TURTZ
2 company. Ankura, I believe the name was. And
3 they also did projections.
4 Q. Okay. So to your -- let me revise my
5 question a little bit.
6 To your knowledge, prior to May 15 of
7 2020, had any forecast been done for future
8 asbestos liabilities other than those done by
9 NERA and Ankura?
10 A. I don't recall.
11 Q. Are you aware of any?
12 A. I'm not.
13 Q. I'm sorry. Is that a no?
14 A. I'm not aware of any. Excuse me.
15 Q. If we could go to Page 34 in the
16 PowerPoint, which is Bates Number 50745, which
17 is titled "Future Insurance Reimbursement
18 Forecasts."
19 Do you know where these numbers came
20 from?
21 A. Sitting here right now, I don't. They
22 could be from our financial disclosures that the
23 company provides, but I'd have to go back and
24 look and compare.
25 Q. And the financial disclosures were

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1 EVAN TURTZ
2 MR. MASCITTI: Thank you.
3 THE WITNESS: Getting there.
4 Okay.
5 BY MR. GOLDMAN:
6 Q. And this is -- the title is "Future
7 Liability Forecasts," but the substance is
8 redacted.
9 But were these NERA's forecasts?
10 MR. MASCITTI: Objection; privileged.
11 The information has been redacted.
12 So to the extent that you can respond
13 to the question without disclosing any
14 attorney-client communication or legal
15 advice, you can respond. But I think it's
16 been redacted for a reason, which is it's
17 been identified as privileged.
18 A. As I sit here today, I don't recall
19 what was on this page.
20 Q. To your knowledge, did -- had any
21 forecasts for aggregate future asbestos
22 liabilities been done by anyone other than NERA
23 as of May 15 of 2020?
24 MR. MASCITTI: Objection; form.
25 A. Prior to NERA, we had a different

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1 EVAN TURTZ
2 based on the NERA and Ankura work product?
3 MR. MASCITTI: Objection; form; and
4 foundation.
5 A. It was Ankura first and then NERA.
6 Not at the same time.
7 Q. And then if we go to Page 35, which is
8 titled "Summary of Forecasts for Future Costs in
9 the Tort System," were those -- the information
10 is redacted, but was the information on this
11 slide derived from NERA and/or Ankura?
12 MR. MASCITTI: Objection; foundation.
13 A. I just don't recall.
14 Q. Do you knowledge of any other possible
15 source of that information?
16 MR. MASCITTI: Objection; foundation.
17 MR. HIRST: Objection -- same
18 objection.
19 Q. I'm sorry. You may have answered
20 while the objections were being voiced.
21 A. Yeah, I don't recall.
22 Q. My question was: Do you have
23 knowledge of any other potential source of that
24 type of information other than NERA and Ankura?
25 MR. MASCITTI: Objection.

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2 MR. HIRST: My objection is on

3 foundation.

4 A. I don't recall. At some point, there

5 was discussion with Bates White, but I don't

6 think that they were involved in this at this

7 point.

8 Q. So is there any other source of this

9 type of information that was available as of

10 May 1 -- excuse me -- as of May 15, 2020?

11 A. Not that I'm aware of.

12 Q. Okay. I think that's it.

13 MR. GOLDMAN: If we could look at --

14 we can close out of that one now, and if we

15 could put up Exhibit 32 in the chat.

16 MR. DEPEAU: Exhibit 32 is up in the

17 chat.

18 THE WITNESS: 32?

19 MR. GOLDMAN: 32, right.

20 THE WITNESS: Okay.

21 BY MR. GOLDMAN:

22 Q. These appear to be the minutes of the

23 joint meeting on May 22nd; is that correct?

24 A. I agree that that's what it appears to

25 be, yes.

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1 EVAN TURTZ

2 A. Yes.

3 Q. And Mr. Erens was outside counsel,

4 right?

5 A. Yes.

6 Q. And Mr. Pittard, what was his position

7 as of the date of this meeting?

8 A. His position within --

9 MR. HIRST: Object to the form.

10 A. His position with --

11 Q. Within Trane.

12 A. Within Trane? He was on the ELT,

13 executive leadership team. And he was leading

14 transformation efforts.

15 Q. Did you -- at the end of the day, did

16 you recommend filing the bankruptcy to the two

17 boards of directors?

18 MR. MASCITTI: Objection.

19 MR. HIRST: Objection.

20 Hang on one second. I want to think

21 about this question real quick on the

22 privilege basis.

23 MR. MASCITTI: I'm going to object on

24 privilege grounds.

25 To the extent that you can respond to

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1 EVAN TURTZ

2 Q. Did you speak at this meeting, to your

3 recollection?

4 A. No recollection.

5 Q. Did you answer any -- and you can

6 answer this yes or no -- did you answer any

7 questions at this meeting that you recall?

8 A. The minutes say that I did.

9 Q. I'm sorry. Could you direct me to

10 where you're referring?

11 A. I'm looking at Page 4, which is

12 DEBTORS_00050794. And it says that "Mr. Turtz

13 responded to questions from members of the

14 board."

15 Q. Oh, "with the assistance of

16 Mr. Turtz," I see.

17 A. Yes.

18 Q. And Mr. Pittard had been part of sort

19 of the core group of Project Omega; is that

20 correct?

21 A. Yes.

22 Q. And let me just get the roles here

23 within Trane of these different people.

24 Of course, Mr. Evert was outside

25 counsel, correct?

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2 that question without disclosing any

3 attorney-client communication or provide any

4 legal advice, if possible.

5 MR. GOLDMAN: Morgan, are you good?

6 MR. HIRST: On behalf of the

7 debtors -- on behalf of the debtors, I do

8 object on privilege basis. Any

9 recommendations Mr. Turtz may have given

10 would have -- I don't know how Mr. Turtz can

11 answer that without revealing advice he gave

12 to the board as a lawyer.

13 If there is a way he can answer that

14 question without revealing that, I'll go

15 ahead and let him answer, but otherwise, I

16 instruct him not to on behalf of the

17 debtors.

18 MR. GOLDMAN: I will note that the

19 later minutes do -- not from Mr. Turtz --

20 but do refer to recommendations, which we

21 can -- we'll look at and get to. Maybe we

22 should wait until we get to that if you

23 want.

24 But for now, is Mr. Turtz being

25 instructed not to answer the question?

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1 EVAN TURTZ

2 A. Yes.

3 Q. Okay. Now -- and, by the way,

4 Trane Technologies LLC, after the divisional

5 merger, was -- its domicile was changed from

6 Texas to Delaware; is that correct?

7 A. I'd have to go back and look at the

8 documents that did that, but that's my

9 recollection.

10 Q. And who made the decision to do that?

11 A. That was part of the overall corporate

12 restructuring. So you'd have to look at, you

13 know, the documents and look at who the

14 directors and managers were as well.

15 Q. Of Trane Technologies Company LLC?

16 A. Yeah. I mean, it's hard to -- again,

17 I'd have to go look document by document to see,

18 because there were multiple steps.

19 Q. Well, I mean, who made the decision to

20 change from Texas -- change Trane Technologies

21 Company LLC from Texas to Delaware?

22 MR. MASCITTI: Objection.

23 A. Again, I'd have to go look at those

24 documents to see who specifically. I can't

25 recall names. But, you know, I could take a

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1 EVAN TURTZ

2 would be responsible for changes to the funding

3 agreement?

4 In other words, for example, if

5 counsel were to come and say "I think we have to

6 change the funding agreement," who would they --

7 you expect them to go to?

8 A. In a hypothetical situation? I mean,

9 I don't -- I would imagine counsel would call

10 me.

11 Q. But in this case, they did not?

12 A. I didn't say that. I said I don't

13 recall.

14 Q. After attending the various boards of

15 managers meetings, did you report on what was

16 going on at these meetings to anyone, or what

17 was discussed?

18 A. Generally, I spoke to Dave Regnery and

19 to Mike Lamach, and on occasion to Chris Kuehn.

20 Q. Did you have any expectation that

21 Mr. Tananbaum would recommend to both boards

22 anything other than filing a bankruptcy for both

23 entities?

24 A. I'm not sure that we ever discussed a

25 recommendation.

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1 EVAN TURTZ

2 look.

3 Q. Was that done at the advice of

4 counsel?

5 MR. MASCITTI: Objection; form.

6 A. Counsel was most certainly involved.

7 Q. In any event, let's go to -- if we

8 could go to Page 7 of this document, and

9 Paragraph 2(e).

10 A. 2 -- I'm sorry? 2?

11 Q. 2(e) at the very bottom of Page 7.

12 And that provides that "This agreement will

13 automatically terminate without notice and

14 without any other action and any party hereto

15 immediately following the effective date of a

16 Section 524(g) plan."

17 Do you recall that provision being

18 added to the funding agreement subsequent to the

19 board of directors meeting on June 5th?

20 A. As I sit here today, I don't recall

21 which provisions were added or not.

22 Q. Do you recall ever discussing this

23 particular provision with anyone?

24 A. I do not.

25 Q. And who within Trane Technologies LLC

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1 EVAN TURTZ

2 Q. Well, regardless of whether you

3 discussed a recommendation, did you have any

4 expectation that he would recommend anything

5 other than a bankruptcy to the boards?

6 MR. MASCITTI: Objection; form.

7 A. What I would tell you is that the

8 boards looked, and I know Allan was part of

9 that -- looked both back in time and then with

10 the two entities that ultimately filed and

11 looked at lots of different options and,

12 ultimately, it appears from the minutes he

13 recommended the bankruptcy, which was a very

14 viable option.

15 Q. And is that what you would have

16 expected him to recommend?

17 A. I didn't put any expectations or

18 demands on him.

19 Q. Between -- how many people --

20 withdrawn.

21 How many people were laid off in the

22 Trane law department between the closing on the

23 Reverse Morris Trust agreement and June 12 of

24 2020?

25 MR. MASCITTI: Objection; form.

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<p>1 EVAN TURTZ</p> <p>2 A. I don't have my chart in front of me,</p> <p>3 but there were several people that went with the</p> <p>4 transaction, the RMT, that went to new IR. And</p> <p>5 then there were some sort of corporate that we</p> <p>6 had to do in terms of getting to the right size</p> <p>7 for the new company. And you continued on into</p> <p>8 the summer. Ultimately there was the filing,</p> <p>9 and there were some -- a couple of people</p> <p>10 working on asbestos that weren't needed.</p> <p>11 Q. And who were they?</p> <p>12 A. The day-to-day claims.</p> <p>13 Q. And who were the asbestos people who</p> <p>14 were no longer needed?</p> <p>15 A. As I sit here right now, I could tell</p> <p>16 you Travis. There was a paralegal whose name is</p> <p>17 escaping me. And there was Mike Russell, who</p> <p>18 was the Lean person. There may have been one</p> <p>19 other one, but I can't recall.</p> <p>20 Q. And when were they -- when did they</p> <p>21 leave the company?</p> <p>22 A. And also -- we also had a retirement.</p> <p>23 Phyllis retired.</p> <p>24 All of that -- I don't have exact</p> <p>25 times, but it was somewhere in that June, July</p>	<p>1 EVAN TURTZ</p> <p>2 time frame.</p> <p>3 Q. After filing of the bankruptcy or</p> <p>4 before?</p> <p>5 A. It would have been after for those</p> <p>6 folks that I mentioned.</p> <p>7 Q. Between May 1 of 2020, when the</p> <p>8 divisional merger was finalized, and June 18,</p> <p>9 when the bankruptcy was filed, how were asbestos</p> <p>10 claims handled by Aldrich and Murray?</p> <p>11 MR. MASCITTI: Objection; foundation.</p> <p>12 A. That would be better answered by the</p> <p>13 seconded employees and Phyllis and Robb. They</p> <p>14 could tell you. But I know they continued to be</p> <p>15 handled.</p> <p>16 Q. Before May 12, did you ever tell</p> <p>17 anyone you believed bankruptcy was the best</p> <p>18 option for Trane?</p> <p>19 MR. MASCITTI: Objection; form; and</p> <p>20 foundation.</p> <p>21 A. I don't recall ever using those words.</p> <p>22 I don't -- the bankruptcy was a viable option,</p> <p>23 something that I looked at from, you know, 2019</p> <p>24 when I read the Bestwall opinion and thought it</p> <p>25 was something that could work.</p>
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<p>1 EVAN TURTZ</p> <p>2 Q. So you believed bankruptcy was a</p> <p>3 viable option. Was there any other objections</p> <p>4 that you believed to be viable options?</p> <p>5 A. Sitting here today, I would say the</p> <p>6 other ones all had difficult -- difficulties.</p> <p>7 Q. Okay. And did you believe the others</p> <p>8 all had difficulties-- did you have that belief</p> <p>9 as of May 1 of 2020?</p> <p>10 A. I don't recall when I specifically</p> <p>11 formed it. I was hopeful for any way to get to,</p> <p>12 you know, resolution, fair and final for the</p> <p>13 company, and good for the potential legitimate</p> <p>14 current and future claimants.</p> <p>15 I ultimately concluded that the trust</p> <p>16 system is the best way to do that. I don't</p> <p>17 remember exactly when I formulated that</p> <p>18 conclusion.</p> <p>19 Q. What did you -- did you review any</p> <p>20 documents in preparing to testify today?</p> <p>21 A. I did not.</p> <p>22 Q. Did you meet with counsel?</p> <p>23 A. I did for a few hours last week.</p> <p>24 Q. That was just one session?</p> <p>25 A. Yes.</p>	<p>1 EVAN TURTZ</p> <p>2 Q. And who did you meet with?</p> <p>3 A. Greg Mascitti, Morgan, and</p> <p>4 Michael Evert. And I spoke to Greg for about</p> <p>5 20 minutes this morning on my ride in.</p> <p>6 Q. Okay. Was the divisional merger ever</p> <p>7 presented to the old Ingersoll Rand New Jersey</p> <p>8 board or the old TUI board?</p> <p>9 MR. MASCITTI: Objection; form.</p> <p>10 A. Yes. As I sit here today, I can't</p> <p>11 recall who specifically was on that. But -- and</p> <p>12 I know that we did a lot by -- I'd have to go</p> <p>13 look at the documents. I know we did a lot by</p> <p>14 written resolution. But everyone that was on</p> <p>15 those boards was in meetings and, you know,</p> <p>16 reviewed documents with counsel. I just can't</p> <p>17 remember who and what.</p> <p>18 Q. Are you responsible for the company's</p> <p>19 disclosures under the SEC regulations and</p> <p>20 statutes?</p> <p>21 MR. MASCITTI: Objection; form.</p> <p>22 A. You're speaking of Trane Technologies</p> <p>23 now?</p> <p>24 Q. Yes.</p> <p>25 A. That responsibility rolls up to me</p>

EXHIBIT B

<p>Page 2</p> <p>1</p> <p>2</p> <p>3</p> <p>4 MONDAY, APRIL 12, 2021</p> <p>5 9:30 A.M.</p> <p>6</p> <p>7 Remote Videotaped 30(b)(6)</p> <p>8 Deposition of Murray Boiler and Aldrich Pump</p> <p>9 by its Corporate Representative Allan</p> <p>10 Tananbaum, before Mark Richman, a Certified</p> <p>11 Shorthand Reporter, Certified Court</p> <p>12 Reporter, Registered Professional Reporter</p> <p>13 and Notary Public within and for the State</p> <p>14 of New York.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1</p> <p>2 R E M O T E A P P E A R A N C E S :</p> <p>3 JONES DAY</p> <p>4 Attorneys for the Plaintiffs/Debtors</p> <p>5 77 South Wacker Drive</p> <p>6 Chicago, Illinois 60601</p> <p>7</p> <p>8 BY: MORGAN HIRST, ESQ.</p> <p>9 NICOLAS HIDALGO, ESQ.</p> <p>10 CAITLIN CAHOW, ESQ.</p> <p>11</p> <p>12</p> <p>13 -and-</p> <p>14</p> <p>15</p> <p>16 EVERT WEATHERSBY HOUFF</p> <p>17 3455 Peachtree Road NE</p> <p>18 Atlanta, GA 30326</p> <p>19 BY: C. MICHAEL EVERT, JR., ESQ.</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p>Page 4</p> <p>1</p> <p>2 R E M O T E A P P E A R A N C E S (Cont'd):</p> <p>3 CAPLIN & DRYSDALE</p> <p>4 Attorneys for Official Committee of Asbestos</p> <p>5 Personal Injury Claimants</p> <p>6 One Thomas Circle</p> <p>7 Washington, DC 20005</p> <p>8</p> <p>9 BY: TODD PHILLIPS, ESQ.</p> <p>10 LUCAS SELF, ESQ.</p> <p>11 NATHANIEL MILLER, ESQ.</p> <p>12</p> <p>13</p> <p>14 GILBERT</p> <p>15 Special Insurance Counsel to the Official</p> <p>16 Committee</p> <p>17 700 Pennsylvania Avenue Southeast</p> <p>18 Washington, DC 20003</p> <p>19</p> <p>20 BY: RACHEL JENNINGS, ESQ.</p> <p>21 BRANDON LEVEY, ESQ.</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1</p> <p>2 R E M O T E A P P E A R A N C E S (Cont'd):</p> <p>3 McCARTER & ENGLISH</p> <p>4 Attorneys for Trane Technologies Company LLC</p> <p>5 and Trane U.S., Inc.</p> <p>6 Four Gateway Center</p> <p>7 100 Mulberry Street</p> <p>8 Newark, NJ 07102</p> <p>9</p> <p>10 BY: PHILLIP PAVLICK, ESQ.</p> <p>11 ANTHONY BARTELL, ESQ.</p> <p>12 GREG MASCITTI, ESQ.</p> <p>13 PHILIP AMOA, ESQ.</p> <p>14</p> <p>15 ORRICK HERRINGTON & SUTCLIFFE</p> <p>16 Attorneys for the FCR</p> <p>17 1152 15th Street</p> <p>18 Washington, DC 20005</p> <p>19</p> <p>20 BY: JONATHAN GUY, ESQ.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 6</p> <p>1 2 3 R E M O T E A P P E A R A N C E S (Cont'd): 4 ALSO PRESENT REMOTELY: 5 KATHRYN TIRABASSI, FTI 6 CECILIA GUERRERO, Paralegal, Caplin Drysdale 7 PHIL RIZZUTI, Videographer 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 7</p> <p>1 A. TANANBAUM 2 THE VIDEOGRAPHER: Good morning, 3 counsel. My name is Phil Rizzuti. I 4 am a legal videographer in 5 association with TSG Reporting Inc. 6 Due to the severity of Covid-19 7 and following the practice of social 8 distancing, I will not be in the same 9 room with the witness. Instead, I 10 will record this videotaped 11 deposition remotely. 12 The reporter, Mark Richman, also 13 will not be in the same room and will 14 swear the witness remotely. 15 Do all parties stipulate to the 16 validity of this video recording and 17 remote swearing and that it will be 18 admissible in the courtroom as if it 19 had been taken following Rule 30 of 20 the Federal Rules of Civil Procedure 21 and the state's rules where this case 22 is pending? 23 MR. PHILLIPS: Yes, for the 24 committee. 25 MR. HIRST: Yes, for the debtors.</p>
<p style="text-align: right;">Page 8</p> <p>1 A. TANANBAUM 2 MR. GUY: Jonathan Guy agrees for 3 the FCR. 4 MR. MASCITTI: And agreed on 5 behalf of the Nondebtor Affiliates. 6 THE VIDEOGRAPHER: Thank you. 7 This is the start of media labeled 8 number 1 of the video recorded 9 deposition of Mr. Allan Tananbaum in 10 the matter of In re: Aldrich Pump 11 LLC, et al., Debtors, in the United 12 States Bankruptcy Court for the 13 Western District of North Carolina, 14 Charlotte Division, Chapter 11 case 15 number 20-306-08 (JCW). 16 This deposition is being held on 17 April 12, 2021 at approximately 9:33 18 a.m. 19 My name is Phil Rizzuti, I am the 20 legal video specialist from TSG 21 Reporting Inc. 22 The court reporter is Mark 23 Richman in association with TSG 24 Reporting. 25 Counsel's appearances have</p>	<p style="text-align: right;">Page 9</p> <p>1 A. TANANBAUM 2 already been noted on the record by 3 the court reporter. Will the court 4 reporter please swear in the witness. 5 ALLAN TANANBAUM, called as a 6 witness, having been first duly sworn 7 by the Notary Public (Mark Richman), 8 was examined and testified as 9 follows: 10 EXAMINATION BY MR. PHILLIPS: 11 Q. Good morning, Mr. Tananbaum. 12 It's nice to see you again, sir. 13 A. Good morning to you as well. 14 Thank you. 15 Q. As you know, my name is Todd 16 Phillips, I'm with Caplin & Drysdale and 17 we represent the Official Committee of 18 Asbestos Personal Injury Claimants. 19 Do you have any applications open 20 on your computer today besides Zoom? 21 A. I do not. 22 Q. Great. What about your cellular 23 phone, is that on, sir? 24 A. It's on but all the applications 25 have been shut down.</p>

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<p>1 A. TANANBAUM</p> <p>2 A. Those are really the ones I</p> <p>3 recall looking at.</p> <p>4 Q. Okay. How much time in total did</p> <p>5 you spend preparing?</p> <p>6 A. Let's see. Inclusive of the</p> <p>7 sessions with counsel?</p> <p>8 Q. Sure. Approximately?</p> <p>9 A. It couldn't have been more than</p> <p>10 ten hours, and it was likely less.</p> <p>11 Q. Okay. Did you do anything else</p> <p>12 to prepare besides the sessions, the</p> <p>13 video check ins and reviewing documents</p> <p>14 this weekend?</p> <p>15 A. No.</p> <p>16 Q. Did you speak with anyone else in</p> <p>17 the Trane organization about this</p> <p>18 deposition?</p> <p>19 A. I was going to say no but you are</p> <p>20 reminding me of one other video touch</p> <p>21 base I did and that was with my</p> <p>22 colleague Rob Sands. He was on vacation</p> <p>23 for much of last week and he returned</p> <p>24 and then at the end of the week we spoke</p> <p>25 for about 20 minutes as well. So he</p>	<p>1 A. TANANBAUM</p> <p>2 would be the, the one and only other</p> <p>3 Trane employee.</p> <p>4 Q. Okay. And generally, what was</p> <p>5 the subject matter of that discussion?</p> <p>6 A. The discussion with Rob would</p> <p>7 have focused on some of the historical</p> <p>8 liability strands.</p> <p>9 Q. Mr. Tananbaum, when did the idea</p> <p>10 for Project Omega originate?</p> <p>11 A. I can't tell you exactly when it</p> <p>12 originated. I know that I was brought</p> <p>13 into the project in June of 2019 and</p> <p>14 that there had already been some</p> <p>15 discussions between Mr. Turtz and</p> <p>16 counsel at Jones Day, and I believe I</p> <p>17 subsequently learned from the -- from</p> <p>18 discussions with counsel about the</p> <p>19 record in this case that there may have</p> <p>20 been discussions that Mr. Turtz was</p> <p>21 having dating back a little bit earlier.</p> <p>22 But, you know, I don't know that</p> <p>23 the debtors can officially have a</p> <p>24 position on that question since they</p> <p>25 weren't in existence, but that's what I</p>
Page 24	Page 25
<p>1 A. TANANBAUM</p> <p>2 know.</p> <p>3 Q. And whose idea was Project Omega?</p> <p>4 MR. HIRST: Objection to form</p> <p>5 there.</p> <p>6 A. Again, I don't know that I can</p> <p>7 give you a definitive answer about idea.</p> <p>8 I do know that Mr. Turtz was</p> <p>9 instrumental in moving the project</p> <p>10 forward.</p> <p>11 Q. Are you aware of anyone besides</p> <p>12 Mr. Turtz being involved at that early</p> <p>13 time before June 2019?</p> <p>14 A. My understanding is that Mr.</p> <p>15 Turtz was having C-suite level</p> <p>16 conversations with various executives,</p> <p>17 but beyond that I can't say.</p> <p>18 Q. And when you say C-suite level,</p> <p>19 are you talking about the CEO, the chief</p> <p>20 operating officer, CFO, things like</p> <p>21 that?</p> <p>22 A. Some combination of those</p> <p>23 individuals were principally -- was</p> <p>24 principally what I had in mind, yes.</p> <p>25 Q. Are you aware of any specific</p>	<p>1 A. TANANBAUM</p> <p>2 conversations or communications between</p> <p>3 Mr. Turtz and C-suite level executives</p> <p>4 prior to June 2019?</p> <p>5 A. I can't tell you right now what</p> <p>6 such meetings may have occurred but my</p> <p>7 recollection from discussing with Jones</p> <p>8 Day the record created at the other</p> <p>9 depositions is that, in some</p> <p>10 constellation, there were such</p> <p>11 conversations.</p> <p>12 Q. If I use the phrase -- the term</p> <p>13 Old IRNJ and Old Trane will you know</p> <p>14 what that means?</p> <p>15 A. I would. I think we used them to</p> <p>16 cover a cluster of prior entities, but I</p> <p>17 think, I think I will understand you.</p> <p>18 Q. Old IRNJ would be Old</p> <p>19 Ingersoll-Rand New Jersey company and</p> <p>20 Old Trane would be Old Trane US Inc,</p> <p>21 does that make sense?</p> <p>22 A. That, that does make sense,</p> <p>23 although I just should add that we also,</p> <p>24 at least in our papers, used those same</p> <p>25 terms to cover subsequent Texas entities</p>

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1 A. TANANBAUM
2 some knowledge or involvement behind the
3 scenes. And I can't tell you who
4 assigned resources as between them.
5 MR. PHILLIPS: Cecilia, let's
6 look at tab 5.
7 Q. Mr. Tananbaum, we are going to
8 send to you the debtors' motion for an
9 order preliminarily enjoining certain
10 actions against nondebtors declaring
11 that the automatic stay applies.
12 This has been previously marked
13 as Committee Exhibit 128.
14 (Committee Exhibit 128, Debtors'
15 motion for the preliminary injunction
16 or declaring that the automatic stay
17 applies was previously marked for
18 identification.)
19 Q. Let me know when you have that.
20 MR. PHILLIPS: And again this is
21 the Debtors' motion for the
22 preliminary injunction or declaring
23 that the automatic stay applies. It
24 was previously filed in the adversary
25 proceeding as ECF number 2.

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1 A. TANANBAUM
2 reusing.
3 A. Okay.
4 Q. This is one that I will be coming
5 back to.
6 A. Thank you, Mr. Phillips. Does
7 that mean I can close the deposition
8 notices? Or do you want me to keep
9 those open?
10 Q. You can close those and I'll let
11 you know documents that I'll be coming
12 back to. This is one of them.
13 A. That's very helpful. Thank you
14 very much.
15 Q. I would ask you to turn to page
16 10, sir.
17 A. Yes, page 10.
18 Q. Under the heading the 2020
19 Corporate Restructuring there's a
20 paragraph under there and the second
21 sentence reads "The 2020 corporate
22 restructuring provided the debtors with
23 additional flexibility to address Old
24 IRNJ's and Old Trane's asbestos-related
25 claims."

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1 A. TANANBAUM
2 A. I have exhibit 128 open now.
3 Q. Okay. Have you seen this
4 document before, sir?
5 A. Give me one moment. I believe I
6 have but it's a long document. Yes,
7 this would appear to be a copy of the
8 original preliminary injunction papers
9 that the debtors filed in June of last
10 year.
11 Q. Any reason to believe this isn't
12 a true and correct copy?
13 A. No reason as well. I see atop
14 the pages filed 6/18/20 and the case
15 document. So no reason at all.
16 Q. Did you prepare this document,
17 sir?
18 A. No, it was prepared by Jones Day.
19 Q. I'm going to refer to this
20 document as the PI motion and I would
21 tell you that with respect to documents
22 today I'm going to come back to this one
23 a few times so you might want to keep it
24 accessible. The other ones I'll let you
25 know if other documents I'm going to be

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1 A. TANANBAUM
2 Do you see that, sir?
3 A. I do.
4 Q. And then it continues, "This
5 flexibility includes the commencement of
6 a Chapter 11 reorganization proceeding
7 to globally resolve these claims without
8 unnecessarily subjecting the entire Old
9 IRNJ and Old Trane enterprises and their
10 many employees, suppliers, creditors and
11 vendors to a Chapter 11 proceeding."
12 Do you see that?
13 A. I do.
14 Q. What do the debtors mean by
15 flexibility in that paragraph?
16 A. My understanding of the term
17 flexibility is that it refers to the
18 option if the debtors so chose to file
19 bankruptcy or file a Chapter 11 case.
20 Q. Does flexibility refer to
21 anything else besides the option to file
22 a bankruptcy case?
23 A. Well in fairness, flexibility
24 would refer to the ability to choose
25 among options, whether it be a Chapter

<p style="text-align: right;">Page 38</p> <p>1 A. TANANBAUM</p> <p>2 11 524 (g) filing or some other option</p> <p>3 to attempt a global resolution of the</p> <p>4 debtors' asbestos issues, or whether it</p> <p>5 meant to just soldier on in the tort</p> <p>6 system under a status quo approach.</p> <p>7 I guess I would make one</p> <p>8 additional comment if that's okay.</p> <p>9 Q. Please.</p> <p>10 A. Which is that to my mind</p> <p>11 flexibility also includes the ability of</p> <p>12 these entities, which after all were</p> <p>13 structured to solely concern themselves</p> <p>14 with asbestos, to give these entities</p> <p>15 the luxury of focus, if you will, to</p> <p>16 focus hundred percent on the asbestos</p> <p>17 issue and not just have it be one of</p> <p>18 myriad of items that have to be</p> <p>19 addressed.</p> <p>20 That's a rare, that's a rare</p> <p>21 privilege in a big company and I think</p> <p>22 it permitted a great clarity of focus.</p> <p>23 Q. When you say the luxury of focus,</p> <p>24 what does that mean for Aldrich Pump and</p> <p>25 Murray Boiler?</p>	<p style="text-align: right;">Page 39</p> <p>1 A. TANANBAUM</p> <p>2 A. What I mean by that is it</p> <p>3 essentially gave the officers and the</p> <p>4 board members an opportunity to focus</p> <p>5 almost exclusively on what to do, if</p> <p>6 anything, about asbestos and not to be</p> <p>7 distracted by other pressing issues.</p> <p>8 Q. And why is that important in the</p> <p>9 debtors' view?</p> <p>10 A. I don't know that I would</p> <p>11 characterize it as important, but I</p> <p>12 would characterize it certainly as</p> <p>13 significant and as something that</p> <p>14 facilitated a full and fair review.</p> <p>15 Q. What do the debtors mean by</p> <p>16 unnecessarily subjecting the entire Old</p> <p>17 IRNJ and Old Trane enterprises, and</p> <p>18 their many employees, suppliers,</p> <p>19 vendors, and creditors, to a Chapter 11</p> <p>20 proceeding, what does that mean?</p> <p>21 A. Well as you reminded me at my</p> <p>22 last deposition, I'm not a bankruptcy</p> <p>23 attorney so I take it you would know</p> <p>24 better than I would. But even I can</p> <p>25 understand that if you have Old IR New</p>
<p style="text-align: right;">Page 40</p> <p>1 A. TANANBAUM</p> <p>2 Jersey and/or Old Trane file for</p> <p>3 bankruptcy, you'd be essentially putting</p> <p>4 their entire business in oversight of</p> <p>5 the bankruptcy court which would be I</p> <p>6 guess a strain on both sides, a huge</p> <p>7 strain for the companies themselves,</p> <p>8 their employees, suppliers, vendors,</p> <p>9 creditors, lots of questions, and a</p> <p>10 strain, I would also argue, for the</p> <p>11 bankruptcy court itself because that</p> <p>12 would put oversight of the daily</p> <p>13 operations of those companies squarely</p> <p>14 within the purview of the bankruptcy</p> <p>15 court.</p> <p>16 That's my understanding.</p> <p>17 Q. Are you aware that asbestos</p> <p>18 defendants routinely put their entire</p> <p>19 enterprise into bankruptcy?</p> <p>20 MR. HIRST: Object to the form.</p> <p>21 A. I think I object to the term</p> <p>22 routinely, but I take your point that</p> <p>23 it's happened before, although I would</p> <p>24 add that, and again I could be wrong,</p> <p>25 but my understanding is that, in</p>	<p style="text-align: right;">Page 41</p> <p>1 A. TANANBAUM</p> <p>2 general, where it's happened before you</p> <p>3 have a situation where the entirety of</p> <p>4 the company that's entering the</p> <p>5 bankruptcy is essentially insolvent</p> <p>6 already.</p> <p>7 Q. I'm sorry, you broke up. What</p> <p>8 was -- what did you say at the end</p> <p>9 there?</p> <p>10 A. Insolvent already, right? When</p> <p>11 Johns-Manville filed for bankruptcy I</p> <p>12 take it it had to file for bankruptcy,</p> <p>13 W.R. Grace, that kind of thing. I mean</p> <p>14 to put Old IR New Jersey into bankruptcy</p> <p>15 would not be an equivalent financial</p> <p>16 situation, that's the point I'm making.</p> <p>17 MR. PHILLIPS: Cecilia, tab 6,</p> <p>18 please.</p> <p>19 Q. Mr. Tananbaum, we're going to</p> <p>20 send to you what's been previously</p> <p>21 marked as Committee Exhibit 18. It's an</p> <p>22 email from Rolf Paeper to Manlio Valdes</p> <p>23 dated 12/4/2019. It's got a Bates</p> <p>24 number at the bottom right-hand corner</p> <p>25 Trane 00006711. Let me know when you</p>

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<p>1 A. TANANBAUM</p> <p>2 have that document, sir.</p> <p>3 (Committee Exhibit 18, email,</p> <p>4 Bates Trane 00006711 was marked for</p> <p>5 identification.)</p> <p>6 A. I have exhibit 18 on my screen</p> <p>7 now.</p> <p>8 Q. Okay. And I showed this to you</p> <p>9 at your individual deposition, correct?</p> <p>10 A. I believe so. I haven't</p> <p>11 previously seen this document prior to</p> <p>12 my deposition, but I believe you did</p> <p>13 show it to me.</p> <p>14 Q. Any reason to believe this is not</p> <p>15 a true and correct copy of this email</p> <p>16 from, this email chain from Mr. Valdes</p> <p>17 to Mr. Paeper and others and below it an</p> <p>18 email from Mr. Paeper to Mr. Valdes and</p> <p>19 others?</p> <p>20 A. No reason. And I note the Trane</p> <p>21 Bates stamp which validates for me that</p> <p>22 this was a document produced by the</p> <p>23 Trane entities.</p> <p>24 Q. Okay. And Mr. Paeper, what was</p> <p>25 his position with respect to Project</p>	<p>1 A. TANANBAUM</p> <p>2 Omega?</p> <p>3 A. He was the, what I would call the</p> <p>4 project manager over the licensing</p> <p>5 stream of work.</p> <p>6 Q. And Mr. Valdes, he became the</p> <p>7 president and a member of the board of</p> <p>8 Aldrich and Murray, both of the debtors;</p> <p>9 is that right?</p> <p>10 A. He ultimately did, yes.</p> <p>11 Q. Okay. I direct you to the second</p> <p>12 email down on the first page, it's the</p> <p>13 email from Mr. Paeper to Mr. Valdes at</p> <p>14 11:32 a.m., do you see that?</p> <p>15 A. I do, yes.</p> <p>16 Q. In this -- the first bullet point</p> <p>17 it's Mr. Paeper who I guess was the</p> <p>18 project manager writing "The Arctic</p> <p>19 Chill US and new Chem-Lab entities will</p> <p>20 not be bankrupt entities, they will be</p> <p>21 operating entities (op-co), under new</p> <p>22 bankrupt entities (holding entities</p> <p>23 only)."</p> <p>24 Do you see that?</p> <p>25 A. I do, yes.</p>
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<p>1 A. TANANBAUM</p> <p>2 Q. And 200 Park was split off from</p> <p>3 Arctic Chill as part of the 2020</p> <p>4 corporate restructuring; is that right?</p> <p>5 A. What do you mean by split off?</p> <p>6 Q. Well does 200 Park contain</p> <p>7 elements of Arctic Chill?</p> <p>8 A. Yes.</p> <p>9 Q. And Chem-Lab -- I'm sorry, go</p> <p>10 ahead.</p> <p>11 A. Yes, what I was going to say</p> <p>12 about 200 Park is that I can't tell you</p> <p>13 what the previous corporate structure</p> <p>14 was. I do know that Arctic Chill was a</p> <p>15 purchase that Trane made either in 2018</p> <p>16 or much earlier in 2019 -- probably was</p> <p>17 2018 -- of what was essentially an</p> <p>18 organization that had both a Canadian</p> <p>19 and a South Carolina presence. And 200</p> <p>20 Park was -- is an entity comprising the</p> <p>21 US South Carolina operations of what had</p> <p>22 previously been Arctic Chill although I</p> <p>23 don't know if Arctic Chill was</p> <p>24 previously one legal entity or more than</p> <p>25 one.</p>	<p>1 A. TANANBAUM</p> <p>2 Q. Okay. And Chem-Lab, which is</p> <p>3 discussed in that bullet, that would</p> <p>4 eventually become Climate Labs as part</p> <p>5 of the 2020 corporate restructuring,</p> <p>6 correct?</p> <p>7 A. That's correct. My understanding</p> <p>8 would have been that Chem-Lab was</p> <p>9 probably not its own legal entity prior</p> <p>10 to the restructuring, although it was an</p> <p>11 existing Trane business.</p> <p>12 Q. Okay. And this email is dated</p> <p>13 December 4th, 2019?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. The second bullet says</p> <p>16 "Trane retains equity ownership and</p> <p>17 control of the board of the bankrupt and</p> <p>18 operating entities."</p> <p>19 Do you see that bullet?</p> <p>20 A. I do.</p> <p>21 Q. In the second to last bullet Mr.</p> <p>22 Paeper also says "We can continue to</p> <p>23 invest in the opcos (Arctic Chill US and</p> <p>24 the Chem-Lab)... any extra business</p> <p>25 benefit (cash flow) will offset the</p>

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1 A. TANANBAUM
2 asbestos liabilities, and thus reduce
3 the required funding required via the
4 funding agreement un."
5 Do you see that bullet?
6 A. Yes, I do.
7 Q. Let me ask this. Do you know how
8 an investment in 200 Park and Climate
9 Lab offset asbestos liabilities?
10 A. I don't know exactly what Rolf
11 means by offset here. I can only tell
12 you my understanding of how the 524 (g)
13 Trust funding is supposed to work.
14 Q. Okay. Please tell me that.
15 A. Okay. And again, I'm not a
16 bankruptcy lawyer and the law will be
17 what it is. But my understanding is
18 that at such time as a trust is set up
19 under 524 (g), the value of the
20 operating subs is, needs to be available
21 to, to fund those trusts.
22 Q. Do you know if any nondebtor
23 affiliates have made any investments in
24 the two subsidiaries of the debtors?
25 MR. HIRST: Object to the form.

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1 A. TANANBAUM
2 the debtors to merge 200 Park and
3 Climate Labs back into the Trane
4 entities?
5 A. I don't know what Mr. Paeper
6 meant here. I don't think there's a
7 present plan one way or the other.
8 Q. If 200 Park and Climate Labs were
9 merged back into Trane US Inc., would
10 they be able to contribute funding to a
11 524 (g) Trust?
12 MR. HIRST: Object to the form.
13 A. I don't know that I'm the right
14 person to answer this question, but I
15 suppose it's logically possible that
16 they could contribute certain amounts
17 and then what remains merge back. But
18 -- but -- but beyond that, I couldn't
19 say.
20 Q. Do the debtors intend to
21 contribute 200 Park and Climate Labs
22 through a 524 (g) Trust structure?
23 MR. HIRST: Object to the form.
24 A. I can only tell you my
25 understanding is that they have to be

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1 A. TANANBAUM
2 Since the debtors were created, Todd,
3 or any time?
4 Q. Since the debtors were created.
5 Thank you.
6 A. What do you mean by investment?
7 Q. Well this bullet point says we
8 can continue to invest in the op-cos.
9 I'm wondering if you're aware of any
10 continued investment in the op-cos?
11 A. I'm not. I'm -- I'm not aware of
12 one way or the other.
13 Q. The final bullet says the final
14 objective for the op-cos is not to enter
15 chapter 7, assume he meant Chapter 11,
16 but Chapter 7 it says; it is to
17 negotiate the formation of a trust to
18 cover future asbestos liabilities, once
19 this has been accomplished, two to five
20 years, the operating entities, Arctic
21 Chill US and Chem-Lab, will merged back
22 into Trane US Inc.
23 Do you see that?
24 A. I do.
25 Q. Do you know if it is the goal for

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1 A. TANANBAUM
2 of, their value has to be available for
3 contribution. Whether at the end of the
4 day that has to occur or whether the
5 funders can replace that value with
6 funds, I don't know. And as I've
7 mentioned, there have been no
8 discussions or decisions around that
9 made.
10 Q. Has it been contemplated to file
11 the two subsidiaries, 200 Park and
12 Climate Labs, to file them into
13 bankruptcy?
14 MR. HIRST: Object to the form.
15 I'll also caution the witness here to
16 the extent this implicates any legal
17 advice to not disclose any legal
18 advice. But if you can otherwise
19 answer, please go ahead without doing
20 so.
21 A. And I'm -- apologies. I'm
22 unaware of any such contemplation.
23 MR. PHILLIPS: Cecilia, let's
24 look at tab 7.
25 Q. Mr. Tananbaum, we're going to

<p style="text-align: right;">Page 110</p> <p>1 A. TANANBAUM</p> <p>2 counsel on not revealing any specific</p> <p>3 legal advice. But to the extent you</p> <p>4 can answer without doing so, please</p> <p>5 do so.</p> <p>6 A. This provision was added as a</p> <p>7 clarification of what was otherwise</p> <p>8 inherent in the original agreement.</p> <p>9 Q. It was added as a clarification.</p> <p>10 What provision did it clarify?</p> <p>11 A. I don't know that it would be</p> <p>12 correct to say that it clarifies any</p> <p>13 particular provision, but that it</p> <p>14 clarifies the intent and the underlying</p> <p>15 spirit of the original agreements.</p> <p>16 Q. Which party asked for the</p> <p>17 inclusion of this provision?</p> <p>18 A. I believe the debtor proposed the</p> <p>19 amendment.</p> <p>20 Q. How did the debtor come to</p> <p>21 propose this particular amendment?</p> <p>22 MR. HIRST: I give you the same</p> <p>23 caution here, Mr. Tananbaum, on</p> <p>24 privilege.</p> <p>25 A. I really couldn't answer that</p>	<p style="text-align: right;">Page 111</p> <p>1 A. TANANBAUM</p> <p>2 without getting into privileged</p> <p>3 discussions.</p> <p>4 Q. Have there been any discussions</p> <p>5 about a maximum amount that New Trane</p> <p>6 Technologies would contribute under this</p> <p>7 particular funding agreement?</p> <p>8 A. To a trust?</p> <p>9 Q. To a trust.</p> <p>10 A. No such discussions, no.</p> <p>11 Q. Is it the debtors' view that the</p> <p>12 funding agreement is potentially</p> <p>13 limitless?</p> <p>14 A. That's correct.</p> <p>15 Q. Are any of New Trane</p> <p>16 Technologies' obligations under the</p> <p>17 funding agreement guaranteed by Trane</p> <p>18 Technologies PLC or any other entity in</p> <p>19 the Trane organization?</p> <p>20 MR. HIRST: Object to the form.</p> <p>21 A. I don't believe formally, no.</p> <p>22 Q. What about informally?</p> <p>23 MR. HIRST: Same objection.</p> <p>24 A. I don't know. In the time that</p> <p>25 I've worked for the company in all my</p>
<p style="text-align: right;">Page 112</p> <p>1 A. TANANBAUM</p> <p>2 years, you know, we stand behind our</p> <p>3 entities and we don't leave them</p> <p>4 stranded. And so when I use the term</p> <p>5 informally, I harken to that, so.</p> <p>6 Q. Do you know if New Trane</p> <p>7 Technologies' obligations under the</p> <p>8 funding agreement are guaranteed by any</p> <p>9 other protected parties? And I use</p> <p>10 protected parties as the term which I</p> <p>11 think you're aware of from your</p> <p>12 deposition.</p> <p>13 MR. HIRST: Object to the form.</p> <p>14 A. Guaranteed -- apologies.</p> <p>15 Guaranteed, no, but I think it's</p> <p>16 important to note as I did at my</p> <p>17 original deposition that the whole</p> <p>18 purpose of this funding agreement was to</p> <p>19 place the debtors in the same</p> <p>20 obligations -- in the same position to</p> <p>21 fund that their predecessors had been.</p> <p>22 And back in the day, Old IR New</p> <p>23 Jersey, you know, didn't have guarantees</p> <p>24 up the chain and it did fine over many</p> <p>25 decades honoring all of its asbestos</p>	<p style="text-align: right;">Page 113</p> <p>1 A. TANANBAUM</p> <p>2 liabilities and spending, you know,</p> <p>3 substantial sums of money.</p> <p>4 Q. Are the debtors aware of the</p> <p>5 funding agreement's placing any</p> <p>6 limitations on New Trane Technologies on</p> <p>7 their spending or use of cash?</p> <p>8 A. No such restrictions. And again,</p> <p>9 I'll rely on my previous answer. The</p> <p>10 funding agreement was meant to place the</p> <p>11 debtors in the same position, not a</p> <p>12 better position but the same position as</p> <p>13 its predecessors, and Old IR New Jersey</p> <p>14 was under no such constraints.</p> <p>15 Q. What mechanisms exist if a</p> <p>16 dispute arises between Aldrich and New</p> <p>17 Trane Technologies over an amount</p> <p>18 requested under the funding agreement?</p> <p>19 MR. HIRST: Object to the form.</p> <p>20 A. We'd have to flip through the</p> <p>21 agreement. As I recall, there is some</p> <p>22 provisions that talk about it.</p> <p>23 Q. Are you aware of any limitations?</p> <p>24 Are you aware of any mechanisms?</p> <p>25 A. I believe there are defined</p>

<p style="text-align: right;">Page 122</p> <p>1 A. TANANBAUM</p> <p>2 original divisional merger support</p> <p>3 agreement?</p> <p>4 A. Again, let me preface my answer</p> <p>5 by saying that if I'm wrong the actual</p> <p>6 words of the document will control.</p> <p>7 But my recollection is that there</p> <p>8 are not substantive changes in this</p> <p>9 document. And if you on the first page</p> <p>10 of the agreement look at the recital</p> <p>11 (e), this was amended merely to reflect</p> <p>12 that the parties want to amend and</p> <p>13 restate the original agreement to</p> <p>14 reflect that Aldrich Pump is now a North</p> <p>15 Carolina LLC, moving from Texas to North</p> <p>16 Carolina and that Trane Technologies</p> <p>17 Company LLC had moved from Texas to</p> <p>18 Delaware, and that's really the purpose</p> <p>19 of the amendment.</p> <p>20 Q. On page 2, subsection or --</p> <p>21 paragraph 3, indemnification, I think</p> <p>22 you said you were looking at that.</p> <p>23 A. Yes.</p> <p>24 Q. And it starts with "Aldrich Pump</p> <p>25 will indemnify and hold harmless TTC and</p>	<p style="text-align: right;">Page 123</p> <p>1 A. TANANBAUM</p> <p>2 each of its affiliates."</p> <p>3 A. Yes.</p> <p>4 Q. What do the debtors understand</p> <p>5 that particular provision to encompass,</p> <p>6 the Aldrich Pump indemnification?</p> <p>7 A. Just give me a minute. It's a</p> <p>8 broad indemnification, subject to the</p> <p>9 provisions here, in which Aldrich Pump</p> <p>10 has to indemnify not only Trane</p> <p>11 Technologies LLC but also all of its</p> <p>12 affiliates which I take to be all the</p> <p>13 corporate affiliates in the Trane</p> <p>14 Technologies family.</p> <p>15 Q. And what is it indemnifying them</p> <p>16 for?</p> <p>17 A. Well, as it says here, anything</p> <p>18 related to a claim in respect of any</p> <p>19 Aldrich Pump asset or liability. When</p> <p>20 you look at Aldrich Pump liability would</p> <p>21 certainly include principally, if not</p> <p>22 exclusively, asbestos liabilities, or</p> <p>23 (b), reimbursement of or other</p> <p>24 obligations of Trane Technologies</p> <p>25 Company or any of its affiliates under</p>
<p style="text-align: right;">Page 124</p> <p>1 A. TANANBAUM</p> <p>2 or in respect of any appeal bonds or</p> <p>3 similar litigation-related surety</p> <p>4 contracts. So that's the second thing.</p> <p>5 Q. Okay. So is Aldrich required</p> <p>6 under this to pay indemnification costs?</p> <p>7 MR. HIRST: Object to the form.</p> <p>8 A. Yes.</p> <p>9 Q. Is there a duty to defend on the</p> <p>10 part of Aldrich under this support</p> <p>11 agreement?</p> <p>12 MR. HIRST: Object to the form.</p> <p>13 A. Not defined as such.</p> <p>14 Q. Notwithstanding not -- is there a</p> <p>15 duty to defend on the part of Aldrich in</p> <p>16 this support agreement?</p> <p>17 MR. HIRST: Object to the form.</p> <p>18 A. What I would say is on the face</p> <p>19 of this document there's not a formal</p> <p>20 duty to defend, but for all the reasons</p> <p>21 we discussed at my prior deposition and</p> <p>22 that I'm sure we're going to discuss</p> <p>23 again today, the debtor views that it</p> <p>24 has a practical obligation to step in</p> <p>25 and control the defense of any asbestos</p>	<p style="text-align: right;">Page 125</p> <p>1 A. TANANBAUM</p> <p>2 claims that might be lodged against</p> <p>3 Trane Technologies would a preliminary</p> <p>4 injunction not be entered into in this</p> <p>5 case.</p> <p>6 And I can run through them now or</p> <p>7 I can wait until you're ready to ask</p> <p>8 them, but whether it's formal risk of --</p> <p>9 whether it's a risk of formal issue</p> <p>10 preclusion or simply the practical risk</p> <p>11 that what happens in one case impacts</p> <p>12 all the other cases in asbestos world,</p> <p>13 and given the fact that Trane</p> <p>14 Technologies doesn't have the personnel</p> <p>15 to, with the historical knowledge of the</p> <p>16 product base to actually defend these</p> <p>17 cases, it would seem inevitable as a</p> <p>18 practical matter that the debtor would</p> <p>19 have to, in this case Aldrich, step in</p> <p>20 and control the defense of the cases.</p> <p>21 Q. Okay. Paragraph 3 continues</p> <p>22 towards the middle of it, TTC will</p> <p>23 indemnify and hold harmless Aldrich Pump</p> <p>24 and each of its affiliates. You see</p> <p>25 that?</p>

<p style="text-align: right;">Page 126</p> <p>1 A. TANANBAUM</p> <p>2 A. I do.</p> <p>3 Q. What is Aldrich Pump's</p> <p>4 understanding of what that particular</p> <p>5 indemnification means?</p> <p>6 A. Counsel, I need, I just need</p> <p>7 another moment.</p> <p>8 Q. Sure.</p> <p>9 A. Well the easy part of your</p> <p>10 question is romanette (ii). I guess if</p> <p>11 Aldrich somehow suffers losses relating</p> <p>12 to Trane assets or Trane liabilities, if</p> <p>13 somehow Aldrich might -- again, I should</p> <p>14 preface my remarks with again the</p> <p>15 document will control and if I get</p> <p>16 anything wrong my answer shouldn't limit</p> <p>17 the correct interpretation of the</p> <p>18 document.</p> <p>19 But under romanette (ii) it looks</p> <p>20 like if somehow Aldrich were saddled</p> <p>21 with liability for something that didn't</p> <p>22 belong to it technically or that was</p> <p>23 technically a Trane liability, then</p> <p>24 Trane would step in and indemnify.</p> <p>25 Romanette (i), though, I need</p>	<p style="text-align: right;">Page 127</p> <p>1 A. TANANBAUM</p> <p>2 another moment on. Any liabilities</p> <p>3 under any asbestos-related contracts or</p> <p>4 asbestos-related insurance assets that</p> <p>5 are not asbestos-related liabilities.</p> <p>6 So I guess I'd want to look at</p> <p>7 the definition of asbestos-related</p> <p>8 contracts. Not sure I see a definition.</p> <p>9 Q. Are you aware of any liabilities</p> <p>10 under asbestos-related contracts that</p> <p>11 are not asbestos-related liabilities?</p> <p>12 MR. HIRST: Object to the form.</p> <p>13 A. Again, I'm struggling to find</p> <p>14 where the applicable definitions of</p> <p>15 these provisions are, and so perhaps if</p> <p>16 you'll -- oh, I see. Definitions,</p> <p>17 capitalized terms that are used in this</p> <p>18 agreement but that are not otherwise</p> <p>19 defined have the meaning ascribed to</p> <p>20 them in the plan of divisional merger</p> <p>21 including the schedule.</p> <p>22 So unless you want to flip -- the</p> <p>23 best thing to do would be to flip</p> <p>24 through the Plan of Divisional Merger</p> <p>25 and we can take a look at the exact</p>
<p style="text-align: right;">Page 128</p> <p>1 A. TANANBAUM</p> <p>2 definitions.</p> <p>3 Q. We'll come back to this.</p> <p>4 A. Okay.</p> <p>5 Q. Let's look at tab -- I'm sorry.</p> <p>6 Let's look at number 7, Insurance</p> <p>7 Matters.</p> <p>8 A. Yes.</p> <p>9 Q. It says "To the extent an</p> <p>10 insurance policy allocated to TTC</p> <p>11 pursuant to section 5 of the Plan of</p> <p>12 Divisional Merger provides potential</p> <p>13 coverage for Aldrich Pump liabilities,"</p> <p>14 and it has some subbullets there.</p> <p>15 A. I see that, yes.</p> <p>16 Q. Are the debtors aware of any</p> <p>17 insurance policies that were allocated</p> <p>18 to TTC that may provide potential</p> <p>19 coverage for Aldrich Pump liabilities?</p> <p>20 A. No, they're not aware of any.</p> <p>21 But I believe I testified about this</p> <p>22 provision at my first deposition and I</p> <p>23 think it's a good belt and suspender</p> <p>24 language meant to protect the debtors if</p> <p>25 it turns out that later on we learn that</p>	<p style="text-align: right;">Page 129</p> <p>1 A. TANANBAUM</p> <p>2 there was some applicable coverage for</p> <p>3 the debtors that wasn't assigned to</p> <p>4 them.</p> <p>5 Q. Okay.</p> <p>6 MR. PHILLIPS: Cecilia, tab 18.</p> <p>7 MR. HIRST: I'm sorry, Todd,</p> <p>8 before we go to the next document,</p> <p>9 you want to take another break?</p> <p>10 MR. PHILLIPS: Sure. How about a</p> <p>11 15-minute break, how is that?</p> <p>12 MR. HIRST: Does that work for</p> <p>13 you?</p> <p>14 THE WITNESS: I'm sorry, a break</p> <p>15 now? Sure.</p> <p>16 MR. HIRST: 15 minutes?</p> <p>17 MR. PHILLIPS: 15.</p> <p>18 THE WITNESS: Okay.</p> <p>19 THE VIDEOGRAPHER: The time is</p> <p>20 12:06 p.m. and we're going off the</p> <p>21 record.</p> <p>22 (A recess was had.)</p> <p>23 THE VIDEOGRAPHER: The time is</p> <p>24 12:24 p.m. and we are back on the</p> <p>25 record.</p>

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<p>1 A. TANANBAUM</p> <p>2 Q. When we, when we took our break,</p> <p>3 Mr. Tananbaum, we were sending you what</p> <p>4 we're marking as exhibit 226, this is</p> <p>5 the Amended and Restated Divisional</p> <p>6 Merger Support Agreement dated May 1st,</p> <p>7 2020 between Murray Boiler LLC, a North</p> <p>8 Carolina Limited Liability Company and</p> <p>9 Trane US Inc., a Delaware company.</p> <p>10 Let me know when you have that,</p> <p>11 sir.</p> <p>12 A. I have 209 open, yes.</p> <p>13 Q. Sorry, 209. My mistake.</p> <p>14 (Committee Exhibit 209, Amended</p> <p>15 and Restated Divisional Merger</p> <p>16 Support Agreement dated May 1st, 2020</p> <p>17 between Murray Boiler LLC, a North</p> <p>18 Carolina Limited Liability Company</p> <p>19 and Trane US Inc, a Delaware company,</p> <p>20 Bates Debtors 00001601 was marked for</p> <p>21 identification.)</p> <p>22 A. I do see it, yes.</p> <p>23 Q. Okay. And do you recognize</p> <p>24 Committee Exhibit 209?</p> <p>25 A. Yes, this appears to be the</p>	<p>1 A. TANANBAUM</p> <p>2 amended and restated support agreement</p> <p>3 on the Murray side between New Trane and</p> <p>4 Murray Boiler.</p> <p>5 Q. It had as a Bates number on the</p> <p>6 first page starting with debtors</p> <p>7 00001601 and signed by Ms. Roeder and</p> <p>8 Mr. Daudelin.</p> <p>9 Any reason to believe this is not</p> <p>10 an accurate copy of the Amended and</p> <p>11 Restated Divisional Merger Support</p> <p>12 Agreement?</p> <p>13 A. No reason.</p> <p>14 Q. And the parties to this agreement</p> <p>15 are Murray Boiler and Trane US Inc.; is</p> <p>16 that correct?</p> <p>17 A. That's correct.</p> <p>18 Q. If I were to ask you the same</p> <p>19 questions I asked with respect to the</p> <p>20 Aldrich divisional merger support</p> <p>21 agreement, would your answers be the</p> <p>22 same except to the extent it's Murray</p> <p>23 and not Aldrich?</p> <p>24 A. Yes, I believe that's accurate.</p> <p>25 Q. And that applies to the</p>
Page 132	Page 133
<p>1 A. TANANBAUM</p> <p>2 indemnification discussion we had as</p> <p>3 well as the insurance discussion, right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay.</p> <p>6 MR. PHILLIPS: Cecilia, let's do</p> <p>7 tab 19.</p> <p>8 Q. Mr. Tananbaum, we're going to be</p> <p>9 sending you what's been previously</p> <p>10 marked as Committee Exhibit 101, it's</p> <p>11 the Second Amended and Restated Services</p> <p>12 Agreement between Trane Technologies</p> <p>13 Company LLC and Murray Boiler LLC.</p> <p>14 (Committee Exhibit 101, Second</p> <p>15 Amended and Restated Services</p> <p>16 Agreement between Trane Technologies</p> <p>17 Company LLC and Murray Boiler LLC,</p> <p>18 Bates Debtors 00003639 was previously</p> <p>19 marked for identification.)</p> <p>20 Q. Let me know when you have this</p> <p>21 document, sir.</p> <p>22 A. Yes, I have exhibit 101 on my</p> <p>23 screen.</p> <p>24 Q. Okay. And this has a Bates</p> <p>25 number of Debtors 00003639 on the first</p>	<p>1 A. TANANBAUM</p> <p>2 page and it's been signed by Mr.</p> <p>3 Daudelin and Ms. Roeder, it also</p> <p>4 includes a couple of exhibits.</p> <p>5 Do you see all that, sir?</p> <p>6 A. I do, yes.</p> <p>7 Q. Okay. Any reason to believe this</p> <p>8 is not an accurate copy of the Second</p> <p>9 Amended and Restated Services Agreement?</p> <p>10 A. No reason.</p> <p>11 Q. Have you seen this document</p> <p>12 before?</p> <p>13 A. Yes, I have.</p> <p>14 Q. What is the purpose of this</p> <p>15 Second Amended and Restated Services</p> <p>16 Agreement?</p> <p>17 A. Well as for why the previous</p> <p>18 versions were amended and restated I</p> <p>19 believe in recital (c) on the first page</p> <p>20 you see the reason, and that was to</p> <p>21 reflect that -- that's interesting. I'm</p> <p>22 sorry, to reflect that Murray Boiler</p> <p>23 had, if you will, moved from Texas to</p> <p>24 North Carolina and to reflect that the</p> <p>25 conversion of -- to also reflect that</p>

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1 A. TANANBAUM
2 out about the automatic stay, there's
3 very little, if anything, that needs to
4 be done in the tort system, although we
5 can't stop plaintiffs from attempting to
6 name the debtors, in which case
7 somebody's got to rush to the court with
8 a copy of the automatic stay.
9 But most of what needs to happen
10 is squarely focused on the bankruptcy
11 case.
12 Q. And I think, I think you
13 mentioned this as well, but is it safe
14 to say that there are no business
15 operations of the debtor that are not
16 run either pursuant to the services
17 agreement or the Secondment Agreement?
18 A. That, that sounds correct, yes.
19 You know the one -- I apologize.
20 The one thing that I want to think about
21 are services that our chief
22 restructuring officer gives us, because
23 as you know Mr. Pittard is not seconded
24 and he's a Trane Technologies employee,
25 that he's the transformation leader but

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1 A. TANANBAUM
2 services agreement is really more around
3 these general administrative services.
4 So that's my understanding.
5 Q. Mr. Tananbaum, is accounting
6 centralized for Trane Technologies PLC
7 and its subsidiaries?
8 A. That's a difficult question to
9 answer. The accounting function, like
10 the legal function, is its own tower, if
11 you will. But there are certain finance
12 folks who, whether you call it direct
13 line or dotted line, and again I'm not
14 the best person to give you this
15 information, there are certainly finance
16 people sitting within the business.
17 Q. Does Trane Technologies PLC
18 handle financial information reporting
19 for all of its subsidiaries?
20 MR. HIRST: I'm just going to
21 object to the form and beyond the
22 scope of 30(b)(6), but he can answer
23 as to his knowledge.
24 A. Yes, I don't know. Sorry. I
25 don't know that that's the case.

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1 A. TANANBAUM
2 he does support the debtors.
3 I would say that, broadly
4 speaking, perhaps, the work that Ray
5 does for us falls within the category of
6 strategy. I don't know, however,
7 whether he's billed under the services
8 agreement. I only mention him because
9 he came to mind, so.
10 Q. Is there anyone else besides Mr.
11 Pittard that being a potential exception
12 to that?
13 A. Not really. I mean both
14 Ms. Roeder and Mr. Valdes are officers
15 and as well as directors of both debtor
16 entities. You know, they're full-time
17 employees of Trane with, you know, day
18 jobs, if you will, and but they are not
19 getting -- they're certainly not getting
20 paid for their work supporting the
21 debtors.
22 And I don't believe -- and again,
23 the agreement will control, but I don't
24 believe their time is accounted for
25 under the services agreement because the

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1 A. TANANBAUM
2 Obviously the PLC team does all the
3 public financial reporting under the
4 statutory rules for the SEC.
5 Are they the staff who are
6 preparing the financials for other
7 entities? I would -- I'm not sure that
8 I'm the best person to answer that
9 question. I would imagine in the first
10 instance no. But whether they look over
11 that stuff or some of it and when they
12 do and when they don't, I don't know.
13 Q. Okay.
14 MR. PHILLIPS: Cecilia, let's
15 look at tab 21.
16 Q. Mr. Tananbaum, we're going to
17 send you what's been previously marked
18 as exhibit 93. It's the Second Amended
19 and Restated Services Agreement between
20 Trane Technologies Company LLC and
21 Aldrich Pump LLC dated June 15th, 2020.
22 (Committee Exhibit 93, Second
23 Amended and Restated Services
24 Agreement between Trane Technologies
25 Company LLC and Aldrich Pump LLC

<p style="text-align: right;">Page 178</p> <p>1 A. TANANBAUM</p> <p>2 A. It should. I'm just getting</p> <p>3 there. Thank you for finding the page</p> <p>4 reference. Yes, that is Climate Labs</p> <p>5 LLC, yes.</p> <p>6 Q. Okay. If you turn to 781,</p> <p>7 debtors' 781, it's schedule 5(b)(ii).</p> <p>8 A. Yes.</p> <p>9 Q. Titled Assets, do you see that?</p> <p>10 A. I do.</p> <p>11 Q. And this purports to list assets</p> <p>12 that were allocated to Trane US Inc. as</p> <p>13 a consequence of the divisional merger;</p> <p>14 is that correct?</p> <p>15 A. That's correct.</p> <p>16 Q. If I asked you again about the</p> <p>17 values or, you know, the valuations of</p> <p>18 these assets, I assume the answers would</p> <p>19 be the same, that you don't know that</p> <p>20 specifically?</p> <p>21 A. Yes, I don't know those specific.</p> <p>22 Q. Okay. If you turn to 883, Bates</p> <p>23 number 883.</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And this is schedule</p>	<p style="text-align: right;">Page 179</p> <p>1 A. TANANBAUM</p> <p>2 5(c)(i), lists Murray Boiler</p> <p>3 liabilities. Is that correct?</p> <p>4 A. I'm sorry, I'm 783?</p> <p>5 Q. 883, I'm sorry.</p> <p>6 A. Oh, I'm sorry. Yes, just give me</p> <p>7 a moment. Murray Boiler liabilities</p> <p>8 schedule 5 (c), I am there.</p> <p>9 Q. Okay. So that lists the</p> <p>10 liabilities that were allocated to</p> <p>11 Murray Boiler LLC in connection with the</p> <p>12 divisional merger; is that correct?</p> <p>13 A. That's correct.</p> <p>14 Q. And I note that it lists under</p> <p>15 number 2, finance-related liabilities.</p> <p>16 We discussed that in connection with</p> <p>17 Aldrich Pump liabilities. Would your</p> <p>18 answers be the same if I asked you about</p> <p>19 those liabilities?</p> <p>20 A. I believe so, yes.</p> <p>21 Q. If you turn the page to 885, it</p> <p>22 lists -- it's schedule 5(c)(ii), 2(e)</p> <p>23 liabilities, do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. And this lists the liabilities</p>
<p style="text-align: right;">Page 180</p> <p>1 A. TANANBAUM</p> <p>2 that were allocated to Trane US Inc. in</p> <p>3 connection with the divisional merger;</p> <p>4 is that correct?</p> <p>5 A. Yes.</p> <p>6 Q. Okay, you can close out of that.</p> <p>7 A. Okay.</p> <p>8 Q. Mr. Tananbaum, was a fairness</p> <p>9 opinion rendered on the corporate</p> <p>10 restructuring?</p> <p>11 A. I don't believe so. I think</p> <p>12 Trane would know better than Aldrich and</p> <p>13 Murray would. But I don't believe so,</p> <p>14 not that I'm aware of.</p> <p>15 Q. I'm going to run through some</p> <p>16 questions, Mr. Tananbaum, and to see if</p> <p>17 anything has changed since I took your</p> <p>18 deposition on March 22nd, 2021.</p> <p>19 The first question is since your</p> <p>20 deposition, have the debtors filed a</p> <p>21 plan of reorganization?</p> <p>22 A. No.</p> <p>23 Q. Okay. Do you know if the debtors</p> <p>24 have begun drafting a plan of</p> <p>25 reorganization?</p>	<p style="text-align: right;">Page 181</p> <p>1 A. TANANBAUM</p> <p>2 A. As I testified three weeks ago,</p> <p>3 you know, I believe the team at Jones</p> <p>4 Day since day one has sort of been</p> <p>5 thinking about and broadly speaking</p> <p>6 working on a plan, but I can't tell you</p> <p>7 exactly where they're at.</p> <p>8 Q. Have they put pen to paper with</p> <p>9 respect to drafting an actual plan of</p> <p>10 reorganization or is it still in the</p> <p>11 planning phase?</p> <p>12 MR. HIRST: Object to the form.</p> <p>13 A. I guess I'm not sure. I'm sorry,</p> <p>14 Morgan, you had an objection?</p> <p>15 MR. HIRST: It was a form</p> <p>16 objection.</p> <p>17 Q. And your answer is you're not</p> <p>18 sure?</p> <p>19 A. That's correct. Certainly</p> <p>20 nothing that's been shared with me for</p> <p>21 review.</p> <p>22 Q. Do you and/or Mr. Sands or anyone</p> <p>23 else in-house in the legal department</p> <p>24 plan to be involved in drafting a plan</p> <p>25 of reorganization?</p>

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<p>1 A. TANANBAUM</p> <p>2 A. I would say not in drafting it</p> <p>3 but certainly in reviewing a draft plan,</p> <p>4 commenting on it, providing input.</p> <p>5 Q. Since your deposition on March</p> <p>6 22nd, have the debtors entered</p> <p>7 negotiations with any parties in hopes</p> <p>8 of drafting a consensual plan of</p> <p>9 reorganization?</p> <p>10 MR. HIRST: I'm just objecting on</p> <p>11 scope here, Todd.</p> <p>12 MR. PHILLIPS: This is topic 19,</p> <p>13 irreparable harm.</p> <p>14 MR. HIRST: All right.</p> <p>15 MR. PHILLIPS: And topic 21,</p> <p>16 successful reorganization.</p> <p>17 Q. Let me repeat my question. Have</p> <p>18 the debtors entered negotiations with</p> <p>19 any parties in hoping of drafting a</p> <p>20 consensual plan of reorganization?</p> <p>21 A. I would characterize the debtors</p> <p>22 as being in the beginning, very</p> <p>23 beginning stages of the negotiation with</p> <p>24 the FCR.</p> <p>25 Q. Okay. To your knowledge, has a</p>	<p>1 A. TANANBAUM</p> <p>2 term sheet been drafted or executed?</p> <p>3 A. Not executed. A draft term sheet</p> <p>4 has been shared with the FCR.</p> <p>5 Q. And can you give me a general</p> <p>6 idea of what the terms of that term</p> <p>7 sheet are?</p> <p>8 MR. HIRST: Hold on one second.</p> <p>9 I don't have an objection, Mr.</p> <p>10 Tananbaum, giving it at a high level.</p> <p>11 This is negotiations with another</p> <p>12 party in this case.</p> <p>13 I suspect if we were negotiating</p> <p>14 with your client, Mr. Phillips, you</p> <p>15 would not want revealed to other</p> <p>16 parties in the case. But from a high</p> <p>17 level perspective I'll let Mr.</p> <p>18 Tananbaum testify.</p> <p>19 MR. GUY: FCR has the same</p> <p>20 objection.</p> <p>21 Q. Let me rephrase my question. So</p> <p>22 just so I'm clear, a term sheet has been</p> <p>23 exchanged between the debtors and the</p> <p>24 FCR; is that your testimony?</p> <p>25 A. The debtors shared a draft term</p>
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<p>1 A. TANANBAUM</p> <p>2 sheet for the FCR's review and comment,</p> <p>3 yes.</p> <p>4 Q. Does that term sheet include a</p> <p>5 number for asbestos liabilities, such as</p> <p>6 a contribution to a trust?</p> <p>7 A. No, it does not.</p> <p>8 Q. Are in-house counsel involved in</p> <p>9 working on a term sheet with the FCR?</p> <p>10 A. I guess I'm not quite sure how to</p> <p>11 respond to that question. The debtors</p> <p>12 already shared their proposal for a term</p> <p>13 sheet, you know, what I would say is</p> <p>14 that it's in the FCR's court right now.</p> <p>15 Q. I'm sorry, let me rephrase my</p> <p>16 question.</p> <p>17 Are you or Mr. Sands or anyone</p> <p>18 else from the legal department involved</p> <p>19 in that term sheet exchange and process?</p> <p>20 A. I certainly was involved in</p> <p>21 reviewing the draft term sheet and</p> <p>22 providing input before it was</p> <p>23 communicated to counsel for the FCR.</p> <p>24 Q. Mr. Tananbaum, what steps</p> <p>25 specifically have the debtors taken</p>	<p>1 A. TANANBAUM</p> <p>2 since the petition date towards</p> <p>3 successfully reorganizing under Chapter</p> <p>4 11 here?</p> <p>5 A. Well, I think the communication</p> <p>6 of the draft term sheet is one tangible</p> <p>7 step. The discussions that have been</p> <p>8 proceeding between our counsel, myself,</p> <p>9 Mr. Grier's counsel and Mr. Grier are</p> <p>10 all moving in the direction of reaching</p> <p>11 a consensual plan and the continued</p> <p>12 discussions that the debtors have with</p> <p>13 their insurance representatives are also</p> <p>14 moving in that same direction.</p> <p>15 We're basically talking to</p> <p>16 everybody except the ACC, which again we</p> <p>17 would love to begin doing as well, and</p> <p>18 those are all movements that get us</p> <p>19 closer.</p> <p>20 I would also argue that</p> <p>21 prosecuting this preliminary injunction</p> <p>22 motion is also getting us there as well</p> <p>23 because it's clearing out the underbrush</p> <p>24 of blockers or procedural issues that</p> <p>25 will in due course I believe get us to</p>

<p style="text-align: right;">Page 186</p> <p>1 A. TANANBAUM</p> <p>2 the point of being able to have more</p> <p>3 substantive discussions, so I'd like to</p> <p>4 think that everything we're doing is</p> <p>5 moving us in that direction.</p> <p>6 Q. You mentioned discussions with</p> <p>7 insurers, so is it fair to say the</p> <p>8 debtors have been engaged in discussions</p> <p>9 with the insurers prepetition?</p> <p>10 A. Prepetition? I'm sorry?</p> <p>11 Q. Let me ask that again. Is it</p> <p>12 fair to say that the debtors have been</p> <p>13 engaged in discussions with its</p> <p>14 insurers, with their insurers</p> <p>15 postpetition?</p> <p>16 A. Yes, the debtors have continued</p> <p>17 to provide updates on the status of the</p> <p>18 case to the insurers pursuant to the</p> <p>19 provisions in the Coverage in Place</p> <p>20 agreements requiring communication and</p> <p>21 cooperation. And then although I would</p> <p>22 not say that we've begun negotiations in</p> <p>23 earnest with the insurers around what</p> <p>24 their contributions to a trust might</p> <p>25 look like, I would say that we've talked</p>	<p style="text-align: right;">Page 187</p> <p>1 A. TANANBAUM</p> <p>2 about table setters and procedural</p> <p>3 issues as well as -- that would pertain</p> <p>4 to same.</p> <p>5 So I would -- what I would --</p> <p>6 what I would tell you is that we're</p> <p>7 gearing up in real time to have those</p> <p>8 discussions and negotiations and they</p> <p>9 will need to be feathered into the</p> <p>10 timing of as these discussions with the</p> <p>11 FCR progress.</p> <p>12 Q. Are the debtors' insurers</p> <p>13 involved in the term sheet discussions</p> <p>14 with the FCR?</p> <p>15 A. No, not directly, no.</p> <p>16 Q. Since the prepetition -- I'm</p> <p>17 sorry.</p> <p>18 Since the petition date, have the</p> <p>19 debtors lined up any party in interest</p> <p>20 as support for a plan or potential plan</p> <p>21 of reorganization at this time?</p> <p>22 MR. HIRST: Just object to the</p> <p>23 form of the question. Go ahead.</p> <p>24 A. I guess I'm not sure who apart</p> <p>25 from the FCR and the insurers we might</p>
<p style="text-align: right;">Page 188</p> <p>1 A. TANANBAUM</p> <p>2 be referring to, but I'm not aware of</p> <p>3 any.</p> <p>4 Q. Would the debtors be able to</p> <p>5 fully fund a Section 524 (g) plan and</p> <p>6 attendant trust along with the</p> <p>7 administrative costs of a Chapter 11</p> <p>8 case, regardless of contributions from</p> <p>9 protected parties?</p> <p>10 MR. HIRST: Object to the form.</p> <p>11 A. Well, I am interpreting your</p> <p>12 question to really refer to the funders,</p> <p>13 right? Because the M&A counterparties</p> <p>14 aren't going to be contributing</p> <p>15 anything. We are protecting them and</p> <p>16 the insurance companies, the insurance</p> <p>17 companies will be contributing to a</p> <p>18 trust, you're right.</p> <p>19 So I'm principally thinking of</p> <p>20 the Trane sister companies, New Trane</p> <p>21 US, New Trane Technologies LLC and the</p> <p>22 insurers.</p> <p>23 And your question is can the</p> <p>24 debtors fund a trust -- was it with</p> <p>25 those parties or without them?</p>	<p style="text-align: right;">Page 189</p> <p>1 A. TANANBAUM</p> <p>2 Q. Without.</p> <p>3 A. Without them. You know, again, I</p> <p>4 think we talked about this this morning,</p> <p>5 it all depends on the results of a</p> <p>6 negotiation. I would not, you know, I'm</p> <p>7 realistic, I would not expect that,</p> <p>8 although hope springs eternal. I guess</p> <p>9 I don't really realistically expect that</p> <p>10 a satisfactory trust that is going to be</p> <p>11 agreeable to the FCR and the ACC is</p> <p>12 going to be funded absent contributions</p> <p>13 from the insurers and the Trane parties.</p> <p>14 Q. Are you aware of any</p> <p>15 circumstances in which the funding</p> <p>16 agreements will be insufficient to cover</p> <p>17 the administrative costs of the debtors'</p> <p>18 Chapter 11 cases?</p> <p>19 A. The administrative costs?</p> <p>20 Q. Yes.</p> <p>21 A. No, I can't imagine how that</p> <p>22 could possibly be the case. The</p> <p>23 administrative costs are likely to be</p> <p>24 dwarfed substantially, very</p> <p>25 substantially by the substantive costs.</p>

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1 A. TANANBAUM
2 calculated, but I do understand there
3 are different points of view on that
4 topic.
5 Q. Let's turn back to tab number 5,
6 that's the motion, the PI motion. I
7 think I said we would be turning back to
8 that. It's been previously marked as
9 exhibit 128.
10 A. Oh, that's the one you told me to
11 keep open?
12 Q. Correct.
13 A. Yes, I still have it open. Yes.
14 Q. Can you turn to page 29. And on
15 page 29 it states that any rules or
16 findings regarding the Aldrich Murray
17 asbestos claims asserted against the
18 protected parties may bind the debtors
19 with respect to those same claims.
20 A. That's correct.
21 Q. What is the debtors' basis for
22 that statement?
23 A. Again, I think this paragraph is
24 actually talking about issue of
25 preclusion or collateral estoppel and

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1 A. TANANBAUM
2 risk of issue preclusion and you don't,
3 and you stand idly by and you don't
4 ensure the rulings come out the same
5 way, there could be shock waves or
6 repercussions in many cases to come and
7 that could have a domino impact.
8 And if the bankruptcy were to,
9 you know, not come to fruition and we
10 were back in the tort system that could
11 have devastating consequences in, in the
12 long term.
13 So I think the debtors, who have
14 the active historical knowledge of the
15 products and the use of asbestos and the
16 state of mind of the entities, need to
17 bring that knowledge to bear on those
18 cases to make sure that they come out
19 all right because otherwise there could
20 be just disastrous domino impact
21 consequences.
22 Q. Are the debtors contractually
23 obligated to defend the nondebtor
24 affiliates in any proceedings? I'm
25 focused on contractually obligated here.

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1 A. TANANBAUM
2 potentially res judicata.
3 It also potentially relates to
4 what we talk about in the subsequent
5 paragraph which is more or less the
6 practical impact of rulings and how they
7 play in the broader litigation even
8 short of collateral estoppel.
9 Q. Okay. The next sentence is "The
10 debtors could not stand idly by as
11 liability is potentially established
12 against them in collateral proceedings."
13 Do you see that?
14 A. I do.
15 Q. The next sentence says "The
16 debtors would be required to actively
17 participate and defend the litigation,
18 even as they attempt to resolve the very
19 same claims."
20 Do you see that?
21 A. I see that, yes.
22 Q. Why would the debtors be required
23 to actively participate and defend the
24 litigation?
25 A. Again if you're dealing with the

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1 A. TANANBAUM
2 A. So we did review the support
3 agreement and I believe there's similar
4 language in the plan of divisional
5 merger, and it does talk about, to my
6 knowledge, indemnification and there's
7 no explicit reference to defense.
8 Again, if I'm wrong the agreement will
9 control, but that's my recollection.
10 And so I don't see a formal
11 contractual defense obligation, that's
12 correct.
13 Q. Okay. Are the debtors aware of
14 any parties that asserted res judicata
15 against either Old IRNJ or Old Trane in
16 asbestos tort litigation prebankruptcy?
17 A. I'm not aware of such.
18 Q. Are the debtors aware of any
19 parties that asserted collateral
20 estoppel against Old IRNJ or Old Trane
21 in asbestos tort litigation
22 prebankruptcy?
23 A. I'm not aware as such. But
24 again, that's in a very different
25 context where the debtors were directly

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<p>1 A. TANANBAUM</p> <p>2 defending each case and so the risk of</p> <p>3 same wasn't the same risk that we're</p> <p>4 identifying here.</p> <p>5 Q. Did any parties to the debtors'</p> <p>6 knowledge assert res judicata against</p> <p>7 the debtors in asbestos tort litigation</p> <p>8 prebankruptcy?</p> <p>9 A. I believe you asked that --</p> <p>10 MR. HIRST: Object to the form.</p> <p>11 Asked and answered. Go ahead.</p> <p>12 A. -- but I'm not aware.</p> <p>13 Q. I actually asked about Old IRNJ</p> <p>14 and Old Trane. This question is</p> <p>15 prebankruptcy did anyone assert res</p> <p>16 judicata against the debtors?</p> <p>17 A. Yes, thank you for that</p> <p>18 clarification. But that's</p> <p>19 prebankruptcy. So in between the</p> <p>20 divisional merger and bankruptcy, no,</p> <p>21 not aware. And in fact, I'm sorry, for</p> <p>22 that period of time I can go beyond not</p> <p>23 aware. It did not happen, I believe.</p> <p>24 Q. Is the answer the same for</p> <p>25 collateral estoppel prebankruptcy post</p>	<p>1 A. TANANBAUM</p> <p>2 restructuring?</p> <p>3 A. That's accurate, yes.</p> <p>4 Q. To the debtors' knowledge did any</p> <p>5 parties assert res judicata against any</p> <p>6 of the debtors' nondebtor affiliates in</p> <p>7 asbestos tort litigation prebankruptcy?</p> <p>8 A. I don't believe so, no.</p> <p>9 Q. What about with respect to</p> <p>10 collateral estoppel?</p> <p>11 A. Again, I don't believe so. I</p> <p>12 would careful during that time not to</p> <p>13 really be involved in the nondebtor</p> <p>14 affiliates' defense but I believe I</p> <p>15 would have heard and I don't believe so.</p> <p>16 Q. Did any parties to the debtors'</p> <p>17 knowledge assert res judicata against</p> <p>18 any of the indemnified parties in</p> <p>19 asbestos tort litigation prebankruptcy?</p> <p>20 A. No.</p> <p>21 Q. What about collateral estoppel</p> <p>22 against any of the indemnified parties</p> <p>23 prebankruptcy?</p> <p>24 A. No.</p> <p>25 Q. Are the debtors aware of any</p>
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<p>1 A. TANANBAUM</p> <p>2 other examples of res judicata being</p> <p>3 asserted by an asbestos tort plaintiff</p> <p>4 against an asbestos tort defendant?</p> <p>5 A. I'm not, but again I don't think</p> <p>6 the test on this motion is past is</p> <p>7 prologue. I think if there's a risk and</p> <p>8 it can be militated against then we're</p> <p>9 duty bound to look after it. That's all</p> <p>10 this motion seeks to do. And again, the</p> <p>11 context of collateral estoppel and res</p> <p>12 judicata being applied in cases where</p> <p>13 the party in interest is actively</p> <p>14 defending the case is a far cry from the</p> <p>15 proposition here where if you would have</p> <p>16 it, if the ACC would have it, these</p> <p>17 cases against the affiliates would move</p> <p>18 forward with no input from the debtors</p> <p>19 themselves even though the actual</p> <p>20 liabilities being litigated in the cases</p> <p>21 are Aldrich and Murray liabilities, so.</p> <p>22 Q. So it's fair to say that the</p> <p>23 debtors are not aware of any examples of</p> <p>24 res judicata being asserted by an</p> <p>25 asbestos tort plaintiff against an</p>	<p>1 A. TANANBAUM</p> <p>2 asbestos tort defendant?</p> <p>3 A. I'm not aware but I don't know</p> <p>4 that I would be aware. So I don't think</p> <p>5 my lack of knowledge proves anything on</p> <p>6 that.</p> <p>7 Q. Well I'm asking the debtors'</p> <p>8 knowledge?</p> <p>9 A. Right, but why would the debtors,</p> <p>10 there are scores of companies involved</p> <p>11 in the asbestos litigation, I don't see</p> <p>12 why these two debtors should have</p> <p>13 awareness of what happened to some, you</p> <p>14 know, of the scores of additional</p> <p>15 companies that have been in the tort</p> <p>16 system for all these many years. I just</p> <p>17 don't think we would have that</p> <p>18 knowledge. And so our lack of knowledge</p> <p>19 just can't be viewed as meaningful.</p> <p>20 Q. Are the debtors aware of any</p> <p>21 examples of collateral estoppel being</p> <p>22 asserted by an asbestos tort plaintiff</p> <p>23 against an asbestos tort defendant?</p> <p>24 A. I'm not aware and I refer by</p> <p>25 reference all my previous responses.</p>

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<p>1 A. TANANBAUM</p> <p>2 Q. How could final rulings against</p> <p>3 protected parties be used to establish</p> <p>4 liability against the debtors here?</p> <p>5 A. Could you ask the question again?</p> <p>6 Q. How could final rulings against</p> <p>7 protected parties be used to establish</p> <p>8 liability against the debtors in</p> <p>9 bankruptcy here?</p> <p>10 MR. HIRST: Object to the form.</p> <p>11 A. A ruling vis-à-vis the placement</p> <p>12 of a product, the design of a product,</p> <p>13 and that would bind Aldrich and Murray</p> <p>14 when they, if and when they had to go</p> <p>15 back to the tort system. There could be</p> <p>16 a ruling around the state of mind in</p> <p>17 which something was manufactured and</p> <p>18 distributed. I don't know. I mean</p> <p>19 there's a million different</p> <p>20 hypotheticals, but it could happen, it's</p> <p>21 a risk.</p> <p>22 Q. Are Aldrich and Murray intending</p> <p>23 --</p> <p>24 A. Apologize.</p> <p>25 Q. -- intending to go back to the</p>	<p>1 A. TANANBAUM</p> <p>2 tort system?</p> <p>3 A. No, absolutely not. But --</p> <p>4 Q. So assuming Aldrich and Murray</p> <p>5 don't go back into the tort system, how</p> <p>6 could final rulings against protected</p> <p>7 parties be used to establish liability</p> <p>8 against the debtors here?</p> <p>9 MR. HIRST: Object to the form.</p> <p>10 A. Assuming that we don't go back to</p> <p>11 the tort system ever, it's going to</p> <p>12 impact all the future claims against</p> <p>13 debtor absent a PI litigated against</p> <p>14 those protected affiliates and it's</p> <p>15 going to have a boomerang effect.</p> <p>16 The purpose of this bankruptcy is</p> <p>17 to resolve all the asbestos cases</p> <p>18 through the means of a 524 (g) Trust,</p> <p>19 not by sloggong in the court system</p> <p>20 claim by claim and yet that seems to be</p> <p>21 exactly what the ACC is hellbent on</p> <p>22 having happened.</p> <p>23 As I testified three weeks ago</p> <p>24 you have to choose a lane. We're either</p> <p>25 in the tort system or in the bankruptcy,</p>
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<p>1 A. TANANBAUM</p> <p>2 you can't be both at the same time, so.</p> <p>3 Q. Who's the we in that statement?</p> <p>4 A. Pardon?</p> <p>5 Q. Who's the we? You said you have</p> <p>6 to choose a lane.</p> <p>7 A. All of us, all of us. It makes</p> <p>8 no sense. It's antithetical to the</p> <p>9 successful resolution of this case to</p> <p>10 expect the very same claims we're</p> <p>11 expecting to restructure in a bankruptcy</p> <p>12 to continue on in the bankruptcy -- in</p> <p>13 the tort system simultaneously.</p> <p>14 Q. Let's look at the next paragraph</p> <p>15 on page 29 of the PI motion. You see it</p> <p>16 says "Beyond the potential consequences</p> <p>17 of collateral estoppel and res judicata</p> <p>18 litigation of the Aldrich/Murray</p> <p>19 asbestos claims against the protected</p> <p>20 parties would allow parties to use</p> <p>21 statements, testimony and other evidence</p> <p>22 generated in those proceedings to try</p> <p>23 and establish Aldrich/Murray asbestos</p> <p>24 claims against the debtors."</p> <p>25 You see that?</p>	<p>1 A. TANANBAUM</p> <p>2 A. I do.</p> <p>3 Q. And I'd like to ask this question</p> <p>4 again. How could statements generated</p> <p>5 in proceedings against the protected</p> <p>6 parties be used to establish asbestos</p> <p>7 liability against the debtors who are in</p> <p>8 bankruptcy?</p> <p>9 MR. HIRST: Object to the form.</p> <p>10 A. Well again one possibility is</p> <p>11 that the bankruptcy is unsuccessful and</p> <p>12 the debtors are back in the tort system</p> <p>13 one day. That's the same risk. But</p> <p>14 absent that, assuming that the debtors</p> <p>15 are never back in the tort system, these</p> <p>16 liabilities could lead to further</p> <p>17 liabilities against the nondebtor</p> <p>18 affiliates and these would be</p> <p>19 liabilities that under the Funding</p> <p>20 Agreement the debtors have an obligation</p> <p>21 to indemnify the nondebtor affiliates</p> <p>22 for and that they, as to which they</p> <p>23 can't invoke the Funding Agreement at</p> <p>24 least until and unless the debtors</p> <p>25 exhaust their own resources and those of</p>

<p style="text-align: right;">Page 210</p> <p>1 A. TANANBAUM</p> <p>2 Q. So I understand the debtors'</p> <p>3 position on this, are the debtors saying</p> <p>4 that asbestos claimants are prejudiced</p> <p>5 by litigating their claims in the tort</p> <p>6 system?</p> <p>7 A. No, I think that's twisting my</p> <p>8 words. I think our contention is that</p> <p>9 the asbestos claimants are not served</p> <p>10 well by a highly inefficient tort</p> <p>11 process. If you could replace that</p> <p>12 process with a very streamlined,</p> <p>13 efficient and financially fair trust</p> <p>14 procedure, that would be better for all</p> <p>15 concerned, including the plaintiffs</p> <p>16 themselves.</p> <p>17 Q. I'm looking now at page 32.</p> <p>18 "Continued prosecution of claims against</p> <p>19 the protected parties would thwart the</p> <p>20 debtors' ability to resolve their</p> <p>21 asbestos liabilities through Section 524</p> <p>22 (g), eliminating any possibility of a</p> <p>23 more efficient means of recovery to</p> <p>24 current and future asbestos claimants."</p> <p>25 Do you see that, sir?</p>	<p style="text-align: right;">Page 211</p> <p>1 A. TANANBAUM</p> <p>2 A. I do, yes.</p> <p>3 Q. How would the continued</p> <p>4 prosecution of claims against protected</p> <p>5 parties thwart the debtors' ability to</p> <p>6 resolve their asbestos liabilities</p> <p>7 through 524 (g)?</p> <p>8 A. Counsel, I specifically was</p> <p>9 referring to this sentence in the second</p> <p>10 part of my prior answer, which is that</p> <p>11 it undermines the goal of resolving the</p> <p>12 524 (g) bankruptcy simultaneously to</p> <p>13 expect continued prosecution of cases in</p> <p>14 the tort system. It just does not</p> <p>15 facilitate reaching a landing in the</p> <p>16 case.</p> <p>17 And again it goes back to my</p> <p>18 theme that the parties need to choose a</p> <p>19 lane. We either have to slog it out in</p> <p>20 the tort system one case at a time for</p> <p>21 the next 20, 30, 40 years, who knows?</p> <p>22 Or we can all put our heads together, we</p> <p>23 can all come to the table productively</p> <p>24 and with open minds to try to resolve</p> <p>25 something efficiently and fairly.</p>
<p style="text-align: right;">Page 212</p> <p>1 A. TANANBAUM</p> <p>2 But, you know what? I think it's</p> <p>3 dirty pool to have the tort system cases</p> <p>4 distract personnel, get folks heated up</p> <p>5 at the same time. I think we have to</p> <p>6 choose one path or another, but you</p> <p>7 can't be two things at once.</p> <p>8 Q. Who gets to choose one path or</p> <p>9 another?</p> <p>10 A. Well I guess --</p> <p>11 MR. HIRST: Object to the form.</p> <p>12 A. -- it's going to have to be the</p> <p>13 court. I thought by filing this Chapter</p> <p>14 11 proceeding the die was cast that we</p> <p>15 were on a facilitative path with a</p> <p>16 pause, hopefully an extended pause that</p> <p>17 would never result, in the tort cases</p> <p>18 that would never result in the reupping</p> <p>19 of them. But at this point the court is</p> <p>20 going to have to decide.</p> <p>21 Q. Turning to page 5 of the PI</p> <p>22 motion, the bottom of the page.</p> <p>23 A. Just take me a moment to get</p> <p>24 there. Yes.</p> <p>25 Q. The second sentence near the</p>	<p style="text-align: right;">Page 213</p> <p>1 A. TANANBAUM</p> <p>2 paragraph the Debtors successful</p> <p>3 reorganization, the second sentence says</p> <p>4 "The debtors filed bankruptcy in good</p> <p>5 faith." Do you see that language?</p> <p>6 A. Yes.</p> <p>7 Q. What is the basis for the</p> <p>8 statement that the debtors filed the</p> <p>9 bankruptcy in good faith?</p> <p>10 A. Now you're like asking me when</p> <p>11 did I stop beating my wife? I don't</p> <p>12 think I have to defend why I filed it in</p> <p>13 good faith. It should be presumed that</p> <p>14 the filing was made in good faith. But</p> <p>15 if you're asking me why it was made in</p> <p>16 good faith, we transparently explained</p> <p>17 what we did around the restructuring.</p> <p>18 We transparently explained that the</p> <p>19 debtors have the same ability to fund</p> <p>20 cases that the predecessor companies</p> <p>21 did.</p> <p>22 And we're coming here open</p> <p>23 handed, in an open and honest spirit</p> <p>24 saying let's see if we can come up with</p> <p>25 a better way. And that's what we've</p>

<p style="text-align: right;">Page 214</p> <p>1 A. TANANBAUM</p> <p>2 done.</p> <p>3 Q. Isn't it true, Mr. Tananbaum,</p> <p>4 that Project Omega was not disclosed to</p> <p>5 anyone inside or outside of the company</p> <p>6 other than those who had signed a</p> <p>7 nondisclosure agreement?</p> <p>8 A. You are correct. It's generally</p> <p>9 the case that those working on the</p> <p>10 project sign nondisclosure agreements,</p> <p>11 yes.</p> <p>12 Q. When was Project Omega disclosed</p> <p>13 to individuals inside Old IRNJ and Old</p> <p>14 Trane, other than those individuals</p> <p>15 working on or assigned to Project Omega?</p> <p>16 A. I don't recall there being a</p> <p>17 formal disclosure to the general</p> <p>18 employee population before the</p> <p>19 restructurings occurred. I believe -- I</p> <p>20 can't recall if there were</p> <p>21 communications on May, on or around May</p> <p>22 1st or not or whether there were only</p> <p>23 communications after the bankruptcy</p> <p>24 filing itself. I tend to think it was</p> <p>25 the latter but I just don't recall.</p>	<p style="text-align: right;">Page 215</p> <p>1 A. TANANBAUM</p> <p>2 Q. When was Project Omega disclosed</p> <p>3 to the protected parties?</p> <p>4 A. Well, all I can do is take them</p> <p>5 in turn. The insurers are one cluster</p> <p>6 of protected parties. The insurers were</p> <p>7 advised of the restructurings on or</p> <p>8 shortly after May 1st in a series of</p> <p>9 telephone discussions that I and</p> <p>10 coverage counsel scheduled.</p> <p>11 Now let's take the corporate</p> <p>12 affiliates. I mean, the relevant</p> <p>13 parties were part of the restructuring</p> <p>14 and I don't know that there were any</p> <p>15 other further communications although as</p> <p>16 I noted a moment ago I'm not a hundred</p> <p>17 percent sure if there were or weren't</p> <p>18 additional communications.</p> <p>19 I really think not because all</p> <p>20 the restructuring did was create the</p> <p>21 option of further action, otherwise it</p> <p>22 was just inside baseball around legal</p> <p>23 entities and I don't think that's</p> <p>24 typically the type of thing the company</p> <p>25 would bother to message to its</p>
<p style="text-align: right;">Page 216</p> <p>1 A. TANANBAUM</p> <p>2 employees.</p> <p>3 And then the third group of</p> <p>4 protected parties, what I refer to as</p> <p>5 the M&A counterparties, the Flowserve,</p> <p>6 the Dresser-Rand and the rest of that</p> <p>7 list, I don't believe we communicated</p> <p>8 with them because we were going to</p> <p>9 continue to honor our obligations. So</p> <p>10 that's my recollection.</p> <p>11 Now maybe Mr. Sands will slap me</p> <p>12 for saying that, but I certainly was not</p> <p>13 involved in sending communications to</p> <p>14 the M&A counterparties.</p> <p>15 Q. When was the corporate</p> <p>16 restructuring or the effects of the</p> <p>17 corporate restructuring disclosed to</p> <p>18 courts and litigants in the tort system?</p> <p>19 A. Well that would have had to start</p> <p>20 occurring immediately, and you're</p> <p>21 correct about that and if I overlooked</p> <p>22 that I apologize.</p> <p>23 We certainly had to communicate</p> <p>24 with our network of 30-plus local</p> <p>25 counsel as soon as the divisional</p>	<p style="text-align: right;">Page 217</p> <p>1 A. TANANBAUM</p> <p>2 mergers occurred because the parties</p> <p>3 these firms were representing had</p> <p>4 changed. We needed new retention</p> <p>5 agreements with them and they needed to</p> <p>6 be armed with information about the</p> <p>7 automatic stay and the TRO. So there</p> <p>8 were communications that went to a</p> <p>9 network of local counsel, and from there</p> <p>10 there had to be downstream</p> <p>11 communications to courts and I imagine</p> <p>12 in some circumstances to members of the</p> <p>13 plaintiffs' bar as well.</p> <p>14 Q. And when did that happen? Are</p> <p>15 you talking about on or after May 1st?</p> <p>16 A. Yes, I, that's my understanding,</p> <p>17 yes.</p> <p>18 Q. Was Project Omega disclosed to</p> <p>19 any asbestos plaintiff or asbestos</p> <p>20 plaintiff's attorney prior to the</p> <p>21 corporate restructuring?</p> <p>22 A. No.</p> <p>23 Q. Why not?</p> <p>24 A. I don't know why it would have</p> <p>25 been. Unless, unless the plan was to</p>

<p style="text-align: right;">Page 218</p> <p>1 A. TANANBAUM</p> <p>2 try to put together some sort of</p> <p>3 pre-pack, I suppose, would be the only</p> <p>4 reason you might want to do that.</p> <p>5 Although I suppose you could do that</p> <p>6 without a restructuring. But I don't</p> <p>7 know, I don't know that that would have</p> <p>8 been something that would have been</p> <p>9 necessary.</p> <p>10 Q. Did the debtors consider</p> <p>11 negotiating a prepackaged plan of</p> <p>12 reorganization at any time?</p> <p>13 A. I'm not going to reveal the</p> <p>14 substance of any discussions I had with</p> <p>15 the legal team and Jones Day.</p> <p>16 I will simply say the topic</p> <p>17 probably came up.</p> <p>18 Q. Why did Aldrich Pump and Murray</p> <p>19 Boiler file for bankruptcy in the</p> <p>20 bankruptcy court for the Western</p> <p>21 District of North Carolina?</p> <p>22 MR. HIRST: Let me object there</p> <p>23 and simply caution on privilege not</p> <p>24 to reveal -- well let me do this</p> <p>25 again.</p>	<p style="text-align: right;">Page 219</p> <p>1 A. TANANBAUM</p> <p>2 Objection based on the</p> <p>3 attorney-client privilege. To the</p> <p>4 extent the answer would reveal legal</p> <p>5 advice or legal strategies, I'll ask</p> <p>6 Mr. Tananbaum not to answer. To the</p> <p>7 extent you can answer without</p> <p>8 revealing those things, please do so.</p> <p>9 A. My understanding is they're both</p> <p>10 North Carolina LLCs. Their</p> <p>11 headquarters, as is the case for nearly</p> <p>12 all the Trane Technologies businesses in</p> <p>13 the US, is sited in North Carolina, so</p> <p>14 it seemed to be an appropriate fit.</p> <p>15 Q. Why did the debtors convert --</p> <p>16 why were the debtors converted to North</p> <p>17 Carolina LLCs?</p> <p>18 MR. HIRST: Same instruction,</p> <p>19 same caution as before, same</p> <p>20 instruction, you can answer without</p> <p>21 revealing legal advice.</p> <p>22 A. I won't reveal any discussions or</p> <p>23 advice with counsel. But again, you had</p> <p>24 these Texas LLCs that have been created</p> <p>25 under Texas law. But in terms of where</p>
<p style="text-align: right;">Page 220</p> <p>1 A. TANANBAUM</p> <p>2 any of the Trane family of companies and</p> <p>3 businesses were sited, it was almost all</p> <p>4 North Carolina. And so my understanding</p> <p>5 was that was a more appropriate home.</p> <p>6 Q. What entities in the Trane family</p> <p>7 are North Carolina LLCs besides the two</p> <p>8 debtors?</p> <p>9 MR. HIRST: I'm going to object</p> <p>10 as beyond the scope. If you know --</p> <p>11 beyond the scope of the 30(b)(6)</p> <p>12 notice. If you know you can answer,</p> <p>13 Mr. Tananbaum.</p> <p>14 A. Yeah, I don't know the answer.</p> <p>15 And I guess just to clarify, my prior</p> <p>16 answer wasn't addressing where legal</p> <p>17 entities were incorporated as more than</p> <p>18 it was where the leadership teams of all</p> <p>19 the businesses were sited.</p> <p>20 Q. Trane Technologies LLC, is that</p> <p>21 headquartered in North Carolina?</p> <p>22 A. I believe it is. It may be a</p> <p>23 Delaware entity but does not have</p> <p>24 headquarters in Delaware.</p> <p>25 Q. We're going to send you, Mr.</p>	<p style="text-align: right;">Page 221</p> <p>1 A. TANANBAUM</p> <p>2 Tananbaum --</p> <p>3 MR. PHILLIPS: I'm sorry.</p> <p>4 Cecilia, tab 24.</p> <p>5 Q. We're going to send you, Mr.</p> <p>6 Tananbaum, what's been previously marked</p> <p>7 as Committee Exhibit 107. This is a</p> <p>8 letter on Jones Day letterhead from Mr.</p> <p>9 Hirst to counsel, addressed to counsel</p> <p>10 dated September 24th, 2020. Let me know</p> <p>11 when you have that document.</p> <p>12 (Committee Exhibit 107, letter on</p> <p>13 Jones Day letterhead from Mr. Hirst</p> <p>14 to counsel, dated September 24th,</p> <p>15 2020 was previously marked for</p> <p>16 identification.)</p> <p>17 A. I have exhibit 107 on my screen.</p> <p>18 Q. Okay. Have you seen this</p> <p>19 document before?</p> <p>20 A. Just give me a moment. Yes, I</p> <p>21 believe I would have seen this document.</p> <p>22 Q. Did you prepare this letter?</p> <p>23 A. No, I did not.</p> <p>24 Q. Let's turn to page 2, about</p> <p>25 halfway down on page 2 the document</p>

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1 A. TANANBAUM
2 lists personnel seconded to the debtors
3 and then it has bullets 1, 2 and 3. Do
4 you see that?
5 A. Personnel seconded to the
6 debtors. Yes. Sorry. Yes, I see that.
7 Q. And you testified earlier today
8 that yourself and Mr. Sands are still
9 seconded to the debtors and Mr. Sands is
10 now 90 percent?
11 A. That's correct.
12 Q. And Ms. Morey, I believe you
13 mentioned that she retired?
14 A. Last July, yes.
15 Q. Okay. So she is not a diverted,
16 a key personnel that could be diverted
17 at this time, correct?
18 A. That's correct.
19 Q. Has your role changed for the
20 debtors at all since your March 22nd,
21 2021 deposition?
22 A. No, no.
23 Q. And would your answers change at
24 all about the roles you hold within the
25 Trane organization that you gave at your

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1 A. TANANBAUM
2 Solicit Acceptances Thereof was
3 marked for identification.)
4 Q. Okay. Have you seen this
5 document before?
6 A. Yes.
7 Q. Any reason to believe it's not an
8 accurate depiction of the second motion
9 of the debtors?
10 A. No. I see the court's filed,
11 electronic filed notifications on the
12 top. I don't dispute this looks
13 accurate.
14 Q. Did you draft this motion?
15 A. No.
16 Q. What is your understanding of
17 what this motion does?
18 A. My general understanding is that
19 the debtor has approximately 18 months
20 to, in which it can -- has the exclusive
21 right to file a plan, and I also
22 understand that the entire 18 months
23 wasn't granted to us up front. And so
24 as the period of time under the previous
25 orders have been elapsing, we've gone

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1 A. TANANBAUM
2 personal deposition on March 22nd, 2021?
3 A. My Trane title I believe remains
4 the same. But my -- I still have a
5 full-time role supporting the debtors.
6 MR. PHILLIPS: Cecilia, let's
7 look at tab 42.
8 Q. Mr. Tananbaum, we're going to
9 mark as Committee Exhibit 227 the second
10 motion of the debtors for an order
11 extending the exclusive periods to file
12 a plan of reorganization and solicit
13 acceptances thereof. This was filed on
14 January 13th, 2021 and it's got a stamp
15 at the top and it is signed by,
16 electronically by your attorneys at
17 Jones Day and Rayburn Cooper. Let me
18 know when you have that document in
19 front of you.
20 A. I have exhibit 227 up on my
21 screen.
22 (Committee Exhibit 227, Second
23 Motion of the Debtors For an Order
24 Extending the Exclusive Periods to
25 File a Plan of Reorganization and

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1 A. TANANBAUM
2 back to attempt via consent, which I
3 believe up until now we've been able to
4 do, to extend for another period of
5 time. So this is one of those motions.
6 Q. Okay. Did you review this
7 document before it was filed?
8 A. I'm sure I looked at it, but, you
9 know, my understanding was it wasn't
10 going to be a terribly contentious
11 motion. But I'm sure I looked at it.
12 MR. PHILLIPS: Tab 43, Cecilia.
13 Q. Mr. Tananbaum, we're going to
14 send to you exhibit 228 which is the
15 second motion of the debtors extending
16 the period within which the debtors may
17 remove actions. This was filed March
18 12th, 2021. It has a stamp of docket
19 631 and this document was signed by your
20 attorneys at Rayburn Cooper and Jones
21 Day.
22 Let me know when you have this
23 document. Sir.
24 (Committee Exhibit 228, Second
25 Motion of the Debtors Extending the

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<p>1 A. TANANBAUM</p> <p>2 Period Within Which the Debtors May</p> <p>3 Remove Actions was marked for</p> <p>4 identification.)</p> <p>5 MR. HIRST: Todd, how is this</p> <p>6 within the scope of the 30(b)(6)</p> <p>7 notice?</p> <p>8 MR. PHILLIPS: This goes to topic</p> <p>9 -- diversion, distraction of key</p> <p>10 personnel, sir.</p> <p>11 Q. Let me know when you have this,</p> <p>12 Mr. Tananbaum.</p> <p>13 A. I see this, yes.</p> <p>14 Q. Okay. Have you seen this</p> <p>15 document before?</p> <p>16 A. Just need a moment. Yeah, I</p> <p>17 probably saw this, but I don't know that</p> <p>18 I had much, if any, input.</p> <p>19 Q. And you didn't prepare this</p> <p>20 document?</p> <p>21 A. No, I did not prepare it.</p> <p>22 Q. Any reason to think this isn't an</p> <p>23 accurate depiction of docket 631?</p> <p>24 A. No, I would say no.</p> <p>25 Q. Do you understand what this</p>	<p>1 A. TANANBAUM</p> <p>2 motion does?</p> <p>3 A. I have just the very most general</p> <p>4 knowledge. It's not something I'm</p> <p>5 terribly steeped in.</p> <p>6 Q. And what's your general knowledge</p> <p>7 of what this motion does?</p> <p>8 A. You know, it provides that</p> <p>9 certain actions can be removed into the</p> <p>10 bankruptcy and it provides an extension</p> <p>11 for said, but I'm not terribly clear on</p> <p>12 what actions we're talking about and</p> <p>13 whether they are more theoretical than</p> <p>14 real, so.</p> <p>15 Q. Okay. You can shut that down,</p> <p>16 we're done with that.</p> <p>17 What role do the debtors</p> <p>18 anticipate you playing as the debtors'</p> <p>19 reorganization progresses, Mr.</p> <p>20 Tananbaum?</p> <p>21 A. I continue, the understanding is</p> <p>22 I'll continue to be the COO and</p> <p>23 secretary.</p> <p>24 Q. What role do the debtors</p> <p>25 anticipate Mr. Sands playing as the</p>
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<p>1 A. TANANBAUM</p> <p>2 debtors' reorganization progresses?</p> <p>3 A. He'll continue to play a</p> <p>4 secondary client role to my own.</p> <p>5 You know, I believe I testified</p> <p>6 about all this at great length at my</p> <p>7 original declaration. I'm not a</p> <p>8 bankruptcy attorney but I am the</p> <p>9 client. No decisions can be made, no</p> <p>10 strategy can be executed without my</p> <p>11 involvement. And because I'm not a</p> <p>12 bankruptcy attorney I take more time,</p> <p>13 not less, understanding the issues.</p> <p>14 This insulting notion that I'm</p> <p>15 not a necessary player here because I'm</p> <p>16 not a bankruptcy attorney is just</p> <p>17 ridiculous. The idea that Jones Day can</p> <p>18 run around run this bankruptcy case with</p> <p>19 effectively no client, it's just</p> <p>20 laughable.</p> <p>21 Q. On page 2 of Mr. Hirst's letter,</p> <p>22 exhibit 107, do you still have that</p> <p>23 open, sir?</p> <p>24 A. No, but I'll reopen it. Okay, I</p> <p>25 reopened it.</p>	<p>1 A. TANANBAUM</p> <p>2 Q. Okay. Bottom of page 2</p> <p>3 continuing on to page 3 it lists the</p> <p>4 managers and officers, do you see that?</p> <p>5 A. Managers and officers, yes.</p> <p>6 Q. Okay. And it lists a number of</p> <p>7 officers and directors right there --</p> <p>8 I'm sorry, managers and officers?</p> <p>9 A. Yes.</p> <p>10 Q. And we talked about a number of</p> <p>11 them at your individual deposition; is</p> <p>12 that right?</p> <p>13 A. That's correct, I recall that.</p> <p>14 Q. Okay. And then going further</p> <p>15 down it says in response to request 29</p> <p>16 which also sites excerpts from paragraph</p> <p>17 40, the time would be diverted and so</p> <p>18 this lists yourself, Mr. Sands,</p> <p>19 Ms. Roeder and Ms. Bowen as individuals</p> <p>20 whose time would be diverted, you see</p> <p>21 that?</p> <p>22 A. That's correct, and that should</p> <p>23 comport with the testimony I gave three</p> <p>24 weeks ago. Those are the four</p> <p>25 individuals at issue for this diversion</p>

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1 A. TANANBAUM
2 point.
3 Q. Okay. With respect to Ms. Bowen,
4 the legal global -- global legal
5 controller, what's been the role for
6 Ms. Bowen? What was the role of
7 Ms. Bowen for the debtors between the
8 corporate restructuring on May 1st and
9 the petition date?
10 A. She had to help us process as
11 many local counsel invoices as possible
12 before the filings so that counsel could
13 be paid, and so that in fact we could
14 make sure they were not left holding the
15 bag, so to speak, to the extent we could
16 do so. That was number one.
17 Number two, she had to help work
18 with treasury, interface with treasury
19 in the pay system to make sure that any
20 fully documented settlement during that
21 period would result in the prompt
22 payment and sending of, of a check or in
23 the case of checks. There had already
24 been some cases that got paid via other
25 mechanism but in general it was checks

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1 A. TANANBAUM
2 she tracks the use of the retainers.
3 She also interfaces with treasury
4 to make sure that those payments go out
5 after the required waiting periods are
6 fulfilled.
7 She does the same with ACC
8 counsel and consultant payments with FCR
9 counsel and consultant payments, again
10 although it's dwindling, to the extent
11 there are local counsel for Aldrich and
12 Murray tasks that need to be
13 accomplished if only to go to court and
14 waive a copy of the automatic stay, she
15 makes sure that we are checking all
16 those matters as well.
17 So those are the matters that
18 come to mind. I hope I'm not missing
19 anything, but those would appear to be
20 her main activities. I'm sure she
21 testified to anything I missed.
22 Q. How much time as a percentage of
23 her total time does Ms. Bowen spend on
24 tasks specifically related to the
25 debtors?

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1 A. TANANBAUM
2 and she had to make sure that worked as
3 well. She also had to help us process
4 formal retainer payments for our
5 retained professionals. So it was a
6 cluster of those types of activities.
7 I believe she also helped us in
8 setting up some of the required bank
9 accounts that Ms. Roeder and I in my
10 capacity as secretary were signatories
11 to, those types of, those types of
12 things.
13 Q. Any other activities or roles for
14 the debtors that you recall between --
15 A. During that gap period from May
16 1st to June 18th, those would be the
17 ones that come to mind.
18 Q. Okay. Since the -- since the
19 petition date, what role did Ms. Bowen
20 serve for the debtors?
21 A. Ms. Bowen plays sort of an
22 analogous role. She tracks payments
23 that need to be made to our CPs, to our
24 retained professionals to the extent
25 there were outstanding retainer amounts

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1 A. TANANBAUM
2 A. I know that she like Ms. Roeder
3 considers it to be a minority of her
4 time.
5 Q. Can you come up with a specific
6 percentage?
7 A. For Ms. Bowen?
8 Q. Correct.
9 A. I have not spoken to Ms. Bowen
10 directly about that, but in speaking to
11 Ms. Roeder she would think that it's
12 more substantial than her own time and
13 she puts her own time at I want to say
14 30 percent, somewhere between 25 and 30
15 percent.
16 I seem to recall hearing,
17 although indirectly and I'm not sure the
18 source, is that perhaps Ms. Bowen's own
19 view of her percentage is somewhat less
20 than what I just reported for
21 Ms. Roeder. So I don't have an exact
22 percentage to give you.
23 Q. Okay. But it's --
24 A. But let's say no greater than 25
25 or 30 percent and perhaps less.

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<p>1 A. TANANBAUM</p> <p>2 Q. Okay. And does Ms. Bowen have a</p> <p>3 role with the nondebtor affiliates?</p> <p>4 A. She does. She's the controller</p> <p>5 for the legal function. I also think</p> <p>6 she may support another function. I</p> <p>7 know that Ms. Roeder supports legal and</p> <p>8 IT. I'm not sure about Cathy. But</p> <p>9 certainly she at a minimum has a day job</p> <p>10 supporting the entirety of Mr. Turret's</p> <p>11 function.</p> <p>12 Q. So her day job is the controller?</p> <p>13 A. Yes, she manages and looks out</p> <p>14 for cost heading the legal function, how</p> <p>15 the legal function is performing against</p> <p>16 its budget, payment cycles, things like</p> <p>17 that.</p> <p>18 Q. Did Ms. Bowen do any work</p> <p>19 regarding asbestos litigation prior to</p> <p>20 the corporate restructuring? When I say</p> <p>21 asbestos litigation, I mean actually</p> <p>22 litigating asbestos cases? Was she</p> <p>23 involved in that at all?</p> <p>24 A. I think she touched the</p> <p>25 processing of payments. But that would</p>	<p>1 A. TANANBAUM</p> <p>2 have been her role. I believe she's an</p> <p>3 accountant.</p> <p>4 Q. Did she have any role in asbestos</p> <p>5 settlements prepetition?</p> <p>6 MR. HIRST: Object to the form.</p> <p>7 A. She certainly would not have been</p> <p>8 involved in reaching settlements or</p> <p>9 approving settlements or providing input</p> <p>10 on whether to do a settlement, no. I</p> <p>11 suppose tangentially she might have been</p> <p>12 involved in helping to ensure that</p> <p>13 required payments issued. But beyond</p> <p>14 that, no.</p> <p>15 Q. Is Ms. Bowen expected to play a</p> <p>16 key role in the debtors' reorganization?</p> <p>17 A. What I would say is other than</p> <p>18 myself, Mr. Sands and Ms. Roeder, she's</p> <p>19 really the other resource and we would</p> <p>20 rely on her in -- in -- in a number of</p> <p>21 ways and I'm not even sure exactly what,</p> <p>22 what all the tasks we'd be needing her</p> <p>23 to accomplish would be.</p> <p>24 Certainly the payment streams to</p> <p>25 all the vendors are going to continue</p>
Page 236	Page 237
<p>1 A. TANANBAUM</p> <p>2 pace and she's going to need to continue</p> <p>3 to be involved in all of those</p> <p>4 workstreams.</p> <p>5 Q. Would the debtors expect</p> <p>6 Ms. Bowen to be involved in a contested</p> <p>7 estimation proceeding?</p> <p>8 A. I would imagine not directly,</p> <p>9 although I could also envision that we</p> <p>10 might need to source some historical</p> <p>11 data runs from her relating to prior</p> <p>12 payments. I just don't know.</p> <p>13 Q. Would Ms. Bowen's role include</p> <p>14 formulating a plan of reorganization?</p> <p>15 A. No.</p> <p>16 Q. What about negotiating a plan of</p> <p>17 reorganization, would she be involved in</p> <p>18 that?</p> <p>19 A. No.</p> <p>20 Q. Would Ms. Bowen be distracted</p> <p>21 from the reorganization process if</p> <p>22 asbestos litigation continued against</p> <p>23 the protected parties or the debtors?</p> <p>24 A. I think there would be more work</p> <p>25 on her plate and she's already pretty</p>	<p>1 A. TANANBAUM</p> <p>2 heavily tasked so it would certainly not</p> <p>3 be a welcome development, right?</p> <p>4 Because she would continue to do all the</p> <p>5 things I've outlined around the payment</p> <p>6 process supporting the bankruptcy and at</p> <p>7 the same time have to re-up her prior</p> <p>8 workstreams around processing defense</p> <p>9 counsel payments, tort settlements,</p> <p>10 looking at potentially any reserves</p> <p>11 around same. So she would, just as she</p> <p>12 had previously been involved I'm sure,</p> <p>13 she would need to be involved with the</p> <p>14 nondebtor affiliates named in the tort</p> <p>15 cases.</p> <p>16 So, you know, is it a</p> <p>17 distraction? Absolutely. It's a</p> <p>18 certain level of distraction because on</p> <p>19 top of both those workstreams she's got</p> <p>20 her day job issues, so.</p> <p>21 Q. Okay. Besides those individuals</p> <p>22 listed in Mr. Hirst's letter, are you</p> <p>23 aware of anyone else, when I say you I</p> <p>24 mean the debtors, are the debtors aware</p> <p>25 of anyone else that would be diverted by</p>

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1 A. TANANBAUM
2 A. I don't. Last time I was privy
3 to what I thought was a number would
4 have been back before the RMT, a year or
5 two before, and I seem to recall
6 something like 40,000. So I imagine we
7 have easily more than half that amount.
8 But I don't know the current number.
9 I'm sure it's not a state secret, I just
10 don't know.
11 Q. And Aldrich and Murray do not
12 have any employees of their own,
13 correct?
14 A. That is such.
15 Q. Right. So --
16 A. Except me but I'm not technically
17 a employee, I'm just a hundred percent
18 seconded.
19 Q. How many employees did Old IRNJ
20 have, do you know?
21 A. I don't. It was the entity -- it
22 was certainly the entity in which I
23 believe the majority of the US employees
24 of the corporate, larger corporate
25 family sat. Although the structure was

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1 A. TANANBAUM
2 approximately 20 are involved directly
3 in the production of the modular and
4 process chillers and then another 20 are
5 in sort of administrative positions at
6 the site.
7 Q. How many employees does Climate
8 Labs have, if any?
9 A. Yeah, I think it's close to ten.
10 It's small.
11 Q. Do you know how many employees
12 New Trane Technologies has?
13 A. Yeah, I don't.
14 Q. Okay.
15 A. Obviously it's smaller when we
16 broke off the RMT. I wish I saw those
17 numbers. On the one hand, the revenue
18 that went out the door wasn't a huge
19 percentage of revenue.
20 On the other hand, there were
21 many individual businesses that went and
22 I suspect there were more people who
23 left than would be apparent just from
24 looking at the revenue dollars that left
25 but I don't have those figures at my

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1 A. TANANBAUM
2 always complicated. There were also
3 plenty of employees particularly from
4 the legacy Trane businesses who actually
5 rolled up into Trane US and it wasn't
6 always easy to know who rolled up where.
7 But certainly it's significant.
8 Q. Do you happen to know how many
9 employees Old Trane had or same answer,
10 you just don't know?
11 A. Same answer, you know. I just
12 wish I knew. But --
13 Q. Do you know how many --
14 A. -- it's a large number and it's,
15 my guess is it's over half of the global
16 total but I just am not crisp on that.
17 Sorry.
18 Q. How many employees does 200 Park
19 have?
20 A. 200 Park I believe has close to
21 40 employees. As I testified this
22 morning, the Newberry facility is mainly
23 a production site and what I understand
24 is that roughly half of that
25 approximately 40 group of employees or

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1 A. TANANBAUM
2 fingertips.
3 Q. Same with New Trane, you don't
4 know how many employees?
5 A. I don't but those are
6 ascertainable.
7 Q. Do you know how many employees in
8 the aggregate are part of the in-house
9 legal staff for the Trane family?
10 A. I want to say something like 60.
11 I believe may even be a little less.
12 I'm just trying to recall prior to the
13 RMT, I want to say it was over 70 and we
14 lost a number of people as part of the
15 RMT. Then as part of the transformation
16 project as I testified last time we had
17 to, if you will, right size the overall
18 legal function in light of the new size
19 of the overall company and we lost more
20 people.
21 And so I guess there have been
22 two rounds of attrition and I guess I
23 don't know the exact current number.
24 Can't be more than 60. The only
25 question in my mind is how many fewer is

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1 A. TANANBAUM
2 it. Can't imagine it's fewer than 40.
3 But again, those are ascertainable
4 numbers.
5 Q. Which entities compensate Aldrich
6 and Murray's chief restructuring
7 officer?
8 A. I believe that Ray is employed by
9 Trane Technologies LLC, although I've
10 been advised there are some surprises
11 out there. If you look up an employee
12 it may turn out that some are employed
13 elsewhere. But Ray, Ray, my best
14 understanding is he would be Trane
15 Technologies LLC. LLC, sorry.
16 Q. And which entity or entities
17 compensate Aldrich and Murray seconded
18 employees?
19 A. I believe both Rob and myself are
20 employed by Trane Technologies LLC.
21 Q. Do you know which entity or
22 entities compensate Aldrich and Murray's
23 officers?
24 A. Again, I spoke of Ray already.
25 For Amy, I think she was never

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1 A. TANANBAUM
2 boards?
3 A. No.
4 Q. Do you know if there's an
5 incentive based plan for the debtors'
6 CRO with respect to compensation?
7 A. I guess I need you to explain
8 what you mean in connection with its
9 work for the debtors or just in general?
10 Q. With respect to Mr. Pittard's
11 compensation, do you know what
12 arrangements and criteria are for bonus
13 compensation, say?
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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1 A. TANANBAUM
2 part of the Trane business as such and
3 was a long term IR employee. That means
4 to me she's very likely to be a Trane
5 Technologies LLC employee.
6 Manlio, I don't know. He's had
7 various assignments but he has worked
8 for Trane for a while. I would still
9 imagine Manlio since his days at the
10 company predate the acquisition of Trane
11 in 2008, I would imagine he's an
12 employee of Trane Technologies LLC.
13 And, you know, when we talk about
14 where these employees are assigned it's
15 mostly a question, I guess, of who's
16 writing the paycheck, although, although
17 even that gets a little opaque to me
18 whether the pay is cut through a
19 different entity.
20 So I mean it's a little bit
21 angels on a head of a pin which legal
22 entity they work with, work for, but
23 that's my best understanding.
24 Q. Are the debtors' managers
25 compensated for their work on the

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 I'm not privy to exactly what his
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 in those programs as well.
19 Q. Do you know if there's like a
20 retention-based plan for Mr. Pittard?
21 A. I don't. I don't know if he has
22 something like that in place, no.
23 Q. For the seconded employees,
24 because the debtors are nonoperating as
25 you testified, how, how is the criteria

<p style="text-align: right;">Page 254</p> <p>1 A. TANANBAUM</p> <p>2 the board was not all privy to</p> <p>3 simultaneously or if at all, that to me</p> <p>4 would be antithetical to the process of</p> <p>5 a board considering its role properly</p> <p>6 and undertaking due deliberation. So</p> <p>7 that's all I meant.</p> <p>8 Q. Were you asked by anyone to</p> <p>9 create a certain record with respect to</p> <p>10 the decision to file bankruptcy?</p> <p>11 A. No, no. And you're overreading</p> <p>12 my use of the term. I was not asked to</p> <p>13 make any particular record. We strove</p> <p>14 to make an accurate record through the</p> <p>15 minutes of what occurred, transpired at</p> <p>16 each meeting.</p> <p>17 But, you know, you talk about</p> <p>18 transparency and good faith, that was</p> <p>19 important that we put that all down.</p> <p>20 Q. Before the debtors filed for</p> <p>21 bankruptcy, did any employees of the</p> <p>22 nondebtor affiliates or the Trane</p> <p>23 organization sign-off on the decision?</p> <p>24 A. No.</p> <p>25 Q. Did the officers who advised the</p>	<p style="text-align: right;">Page 255</p> <p>1 A. TANANBAUM</p> <p>2 boards of the debtors have a preference</p> <p>3 or strong preference about whether or</p> <p>4 not to file for bankruptcy? I know you</p> <p>5 previously testified that, that you had</p> <p>6 already made up your mind earlier. Did</p> <p>7 other officers have a preference for</p> <p>8 whether or not to file for bankruptcy?</p> <p>9 A. I don't believe so. You mean</p> <p>10 going into the process? I don't believe</p> <p>11 so. Not that I'm aware of.</p> <p>12 Q. At your personal deposition, Mr.</p> <p>13 Tananbaum, we discussed certain options</p> <p>14 the debtors considered?</p> <p>15 A. Yes.</p> <p>16 Q. Other than filing for bankruptcy,</p> <p>17 do you recall that?</p> <p>18 A. I do.</p> <p>19 Q. One option was the structural</p> <p>20 optimization option. Can you tell me</p> <p>21 what the debtors' understanding of that</p> <p>22 option is?</p> <p>23 MR. HIRST: I'll just caution you</p> <p>24 --</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 256</p> <p>1 A. TANANBAUM</p> <p>2 MR. HIRST: I'll just caution</p> <p>3 real quick, you can answer this</p> <p>4 question, but just caution not to</p> <p>5 reveal any legal advice that was</p> <p>6 given to the debtors regarding this</p> <p>7 option. Otherwise, please go ahead</p> <p>8 and answer.</p> <p>9 A. So the debtors' understanding is</p> <p>10 that that would be a restructuring, not</p> <p>11 necessarily the same restructuring that</p> <p>12 was already accomplished but would need</p> <p>13 to entail further restructuring to place</p> <p>14 the entities, that would be asbestos</p> <p>15 liabilities, on, if you will, the</p> <p>16 periphery of the corporate structure,</p> <p>17 fund them according to a particular</p> <p>18 formula, and let them continue in the</p> <p>19 tort system with the expectation that</p> <p>20 they ought to be well funded until the</p> <p>21 very last asbestos claim is resolved.</p> <p>22 But setting up the entities should,</p> <p>23 maybe they run out of cash or assets at</p> <p>24 the time, at a time when the asbestos</p> <p>25 cases are still continuing, they would</p>	<p style="text-align: right;">Page 257</p> <p>1 A. TANANBAUM</p> <p>2 be well positioned to file for an</p> <p>3 insolvent bankruptcy. So they need to</p> <p>4 -- that's more or less the theory of the</p> <p>5 structural optimization.</p> <p>6 Q. When was structural optimization</p> <p>7 first considered as an option?</p> <p>8 A. By the debtors?</p> <p>9 Q. Yes.</p> <p>10 A. By the debtors, in one of the</p> <p>11 early board meetings. I believe we</p> <p>12 reviewed the minutes last time and</p> <p>13 unless I'm mistaken I recall the minutes</p> <p>14 revealed that we discussed that option</p> <p>15 on no less than four separate occasions,</p> <p>16 if I'm correct.</p> <p>17 Q. When was the structural</p> <p>18 optimization option first considered by</p> <p>19 the Trane family of entities?</p> <p>20 A. My recollection is that it was in</p> <p>21 the summer of 2018. That's my best</p> <p>22 recollection.</p> <p>23 Q. In the summer of 2018, do you</p> <p>24 recall who proposed the structural</p> <p>25 optimization option?</p>

<p style="text-align: right;">Page 258</p> <p>1 A. TANANBAUM</p> <p>2 A. I recall being present at a</p> <p>3 couple of meetings in which outside</p> <p>4 counsel presented this idea to a group</p> <p>5 of employees including lawyers, tax, tax</p> <p>6 folks and perhaps finance, probably</p> <p>7 finance personnel as well.</p> <p>8 Q. Was this Sidley Austin as you</p> <p>9 testified at your deposition?</p> <p>10 A. That's correct.</p> <p>11 Q. And when was the structural</p> <p>12 optimization option abandoned by the</p> <p>13 debtors?</p> <p>14 MR. HIRST: Object to the form.</p> <p>15 A. I'm sorry, do you mean by the</p> <p>16 debtors or by the --</p> <p>17 Q. Sorry, I'll ask it again. When</p> <p>18 was the structural optimization option</p> <p>19 abandoned by the Trane family of</p> <p>20 companies?</p> <p>21 MR. HIRST: Object to the form.</p> <p>22 A. Yeah, and I tried to be precise</p> <p>23 on this but this goes more to my</p> <p>24 personal knowledge than the debtors'</p> <p>25 knowledge.</p>	<p style="text-align: right;">Page 259</p> <p>1 A. TANANBAUM</p> <p>2 I recall being at those meetings.</p> <p>3 I recall a general understanding from my</p> <p>4 discussions with the then general</p> <p>5 counsel Ms. Green that there was some</p> <p>6 level of interest in proceeding. But I</p> <p>7 also recall the work didn't begin right</p> <p>8 away. It was going to be expensive. It</p> <p>9 was going to entail a lot of the same</p> <p>10 resources who were doing -- who were</p> <p>11 knee deep in restructuring work during</p> <p>12 that summer that was necessary to</p> <p>13 effectuate the RMT.</p> <p>14 And my impression as the months</p> <p>15 wore on and the year was not that the</p> <p>16 idea was abandoned but that it was still</p> <p>17 under the microscope, if you will. I</p> <p>18 don't know. I wasn't being communicated</p> <p>19 with, on a, or updated on a daily or</p> <p>20 monthly basis so I was not -- my</p> <p>21 impression was not through the balance</p> <p>22 of that year and early into the next</p> <p>23 year that the idea had necessarily been</p> <p>24 abandoned, but certainly it was also</p> <p>25 true that we were not full steam ahead</p>
<p style="text-align: right;">Page 260</p> <p>1 A. TANANBAUM</p> <p>2 on the project.</p> <p>3 Q. And was that option presented as</p> <p>4 a viable option to the debtors?</p> <p>5 A. Certainly. I presented it as a</p> <p>6 viable option to the debtors. It was</p> <p>7 viable in the sense that one could</p> <p>8 pursue it. You know, was it as viable</p> <p>9 as other options? Was it as effective</p> <p>10 as other options? I think those are</p> <p>11 different questions. But certainly it</p> <p>12 was an option that could be pursued.</p> <p>13 And Sidley & Austin told us that other</p> <p>14 companies in fact had successfully</p> <p>15 pursued it, although they also told us</p> <p>16 they could not give us the names of any</p> <p>17 of those companies.</p> <p>18 Q. So was it a viable option post</p> <p>19 corporate restructuring and post</p> <p>20 divisional merger?</p> <p>21 MR. HIRST: Let me just again</p> <p>22 caution, and I think again you can</p> <p>23 answer this question, Mr. Tananbaum,</p> <p>24 but not to reveal any legal advice</p> <p>25 that either you received or you</p>	<p style="text-align: right;">Page 261</p> <p>1 A. TANANBAUM</p> <p>2 provided to the board. But I think</p> <p>3 you can go ahead and answer.</p> <p>4 A. I would contend yes. The boards</p> <p>5 were charged with reviewing the</p> <p>6 companies', the debtors' long term</p> <p>7 asbestos position and seeing if there</p> <p>8 were a better way, a more efficient way,</p> <p>9 a fairer way to wrap asbestos up in a</p> <p>10 bow, if you will, and move past the</p> <p>11 daily slogging through the tort system.</p> <p>12 And they made the most of that</p> <p>13 opportunity and analyzed the historical</p> <p>14 problem deeply, both from a liability</p> <p>15 and asset standpoint analyzed what it</p> <p>16 would mean to continue soldiering on in</p> <p>17 the tort system, what it might mean to</p> <p>18 file a Chapter 11 524 (g) case and what</p> <p>19 it might mean to take a different path</p> <p>20 and the structural optimization was one</p> <p>21 of those different paths.</p> <p>22 And so the board certainly looked</p> <p>23 at it every which way. And frankly,</p> <p>24 what the prior Trane entities had or had</p> <p>25 not decided to do about it no longer</p>

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1 A. TANANBAUM
2 mattered. It was understood, indeed it
3 was understood by the Trane entities
4 that created the debtors that the
5 decision was now out of their hands and
6 these boards was going -- were going to
7 make the decision.
8 And among the options were too
9 revert to something like structural
10 optimization that in the past seemed to
11 have some traction and then maybe seemed
12 to run out of some steam. So it was
13 certainly on the table.
14 Q. You mentioned discussions with
15 Sidley Austin about it, but you said
16 they were not able to give you any
17 specific examples by name.
18 Are you aware of any examples of
19 structural optimization taking place
20 after a divisional merger?
21 A. I'm not aware one way or another.
22 I was disappointed to hear that Sidley &
23 Austin felt that because of
24 confidentiality and/or privilege
25 concerns that it could share with us the

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1 A. TANANBAUM
2 A. That would be the purchase of a
3 reinsurance product that would be
4 purchased in an amount that the insurer
5 thought or had a good degree of
6 confidence would be sufficient to permit
7 them to manage the long tail asbestos
8 liability for under.
9 You would purchase that product
10 for a substantial figure, what rings in
11 my head we're talking at least, we're
12 [REDACTED]
13 you would also take all of the insurance
14 that you have and hand that over to the
15 reinsurer issuing the policy for them to
16 do with it what they wanted to, and they
17 would truly take the problem off your
18 hands. They would run the whole thing
19 kit and caboodle and you'd be out of the
20 business and that you'd be done, unless
21 the amount of the policy were exceeded
22 by the policies in the tort system in
23 which case, you know, many years hence
24 forward the reinsurer would knock on
25 your door and bundle it all up and say

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1 A. TANANBAUM
2 identities of any companies that had
3 done this. I think had it done so, I
4 for one would have advocated that we
5 benchmark or talk to said company and
6 understand their experience. But I was
7 disappointed to see the dearth of data
8 around that.
9 So I guess the answer is, I don't
10 know.
11 Q. Did you talk to any other
12 companies about any of the options that
13 the debtors were considering?
14 A. Any other companies embroiled in
15 the tort system? No.
16 Q. At your deposition we also talked
17 about the insurance option. What is the
18 debtors' understanding of the insurance
19 option?
20 MR. HIRST: Same caution I gave
21 before, Mr. Tananbaum, you can answer
22 this but I certainly caution you not
23 to reveal any privileged advice that
24 the debtors received in the process.
25 Go ahead.

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1 A. TANANBAUM
2 oh, here, take it back. And that's my
3 understanding of that product.
4 Q. When was the insurance option
5 first considered by the Trane entities?
6 A. Prior to the restructuring?
7 Q. Yes.
8 A. My recollection was that was
9 being looked at some time after the
10 meetings with Sidley & Austin. I
11 believe, I've struggled with this, but
12 my best recollection continues to be
13 that perhaps in the fall of 2018 I was
14 tasked by the general counsel to work on
15 getting her some data around that
16 option.
17 Q. Was it your general counsel at
18 the time who proposed this option?
19 A. I don't think she was proposing
20 it but she was curious about
21 understanding it at a minimum.
22 Q. Was the insurance option
23 presented to the debtors' boards?
24 A. Yes, it was, along with the
25 structural optimization option, the

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1 A. TANANBAUM
2 status quo option and the bankruptcy
3 option. And again I think the minutes
4 will reflect that that option was
5 discussed on several -- at -- during
6 several joint board sessions. And again
7 four sticks out in my mind, but it had
8 to be a minimum of three.
9 Q. You mentioned that the insurance
10 [REDACTED]
11 [REDACTED]
12 A. Yes.
13 Q. How would the debtors have been
14 [REDACTED]
15 worth of assets to explore the insurance
16 option?
17 MR. HIRST: Object to the form.
18 A. You know, I hadn't given this
19 much thought. Presumably if that were
20 the option that the boards wanted to
21 follow-up on, the question would be
22 whether the funding agreements would
23 support that or whether we would seek to
24 ask to have them amended. I don't know.
25 You're asking me a hypothetical. I

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1 A. TANANBAUM
2 product that was available.
3 Q. And the debtors -- I think you
4 mentioned the status quo. Is that the
5 debtors staying in the tort system?
6 A. That's correct. Because even
7 after all the work involved in
8 undergoing the corporate restructuring,
9 the debtors still have the options to do
10 a deep dive, if you will, take the
11 luxury of being able to be hundred
12 percent focused on asbestos and decide,
13 you know what? We've looked at this
14 long and hard but we think that as
15 frustrating and inefficient as we
16 sometimes find the tort system, it's
17 better for all concerned than the
18 alternatives.
19 That was certainly a possibility.
20 Q. And why did the debtors decide
21 against that?
22 MR. HIRST: Let me just caution
23 on privilege again. To the extent it
24 doesn't reveal any legal advice
25 communicated or legal advice thought,

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1 A. TANANBAUM
2 don't know how to explain.
3 I do know that it was an option
4 that we looked at and explored.
5 Q. Was the insurance option
6 considered a viable option by the
7 debtors?
8 MR. HIRST: Again I'll caution
9 just to not reveal any legal advice
10 concerning this. You can certainly
11 answer.
12 A. Potentially. I certainly don't
13 recall any discussions during the board
14 meetings around how would we come up
15 with that amount of money. Maybe,
16 maybe, maybe Mr. Phillips, that's where
17 we should have begun the discussion.
18 But we never got to that discussion, if
19 you will.
20 Certainly conceptually it was
21 viable. We knew there was a market that
22 was issuing that product. We had some
23 sense that if that was something of
24 interest that -- and to your point that
25 it could be paid for, that that is a

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1 A. TANANBAUM
2 you can answer.
3 A. I think the board ultimately
4 decided that there was a better, more
5 efficient way that was more efficient
6 and fair for both the debtors themselves
7 as well as the underlying claimants who
8 had valid claims, and that was the
9 filing of a Chapter 11 524 (g) case.
10 Q. Would the debtors have been
11 financially harmed if they remained in
12 the tort system?
13 MR. HIRST: Object to the form.
14 A. I suppose in the first system --
15 in the first -- in the first instance,
16 yes, because the Funding Agreement
17 couldn't be looked to until the debtors
18 used up their own cash and assets, and
19 so in the first instance that would have
20 been harm.
21 Secondly, you know, the -- being
22 in the tort system continued to visit
23 the harms of the, of that elongated
24 process where cases last for years and
25 years without clear resolutions, where,

EXHIBIT C

1 UNITED STATES BANKRUPTCY COURT
2 FOR THE WESTERN DISTRICT OF NORTH CAROLINA
3 CHARLOTTE DIVISION

-----x

4 IN RE:

Chapter 11
No. 20-30608 (JCW)
(Jointly Administered)

6 ALDRICH PUMP LLC, et al.,

7 Debtors.

-----x

8 ALDRICH PUMP LLC and

9 MURRAY BOILERS LLC,

10 Plaintiffs,

Adversary Proceeding
No. 20-03041 (JCW)

13 v.

14 THOSE PARTIES TO ACTIONS

15 LISTED ON APPENDIX A

16 TO COMPLAINT AND

17 JOHN AND JANE DOES 1-1000,

18 Defendants.

-----x

19 APRIL 1, 2021

21 REMOTE VIDEOTAPED 30(b)(6) DEPOSITION OF

22 TRANE TECHNOLOGIES BY SARA WALDEN BROWN

23
24 Stenographically Reported By:
Mark Richman, CSR, CCR, RPR, CM
25 Job No. 192004

<p>Page 2</p> <p>1</p> <p>2</p> <p>3</p> <p>THURSDAY, APRIL 1, 2021</p> <p>4 9:33 A.M.</p> <p>5</p> <p>6</p> <p>7 Remote Videotaped 30(b)(6) Deposition of</p> <p>8 Trane Technologies by its corporate</p> <p>9 representative SARA WALDEN BROWN, and in her</p> <p>10 individual capacity, before Mark Richman, a</p> <p>11 Certified Shorthand Reporter, Certified</p> <p>12 Court Reporter, Registered Professional</p> <p>13 Reporter and Notary Public within and for</p> <p>14 the State of New York.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 3</p> <p>1 R E M O T E A P P E A R A N C E S :</p> <p>2 JONES DAY</p> <p>3 Attorneys for the Plaintiffs/Debtors</p> <p>4 325 John H. McConnell Blvd.</p> <p>5 Columbus, Ohio 43215</p> <p>6</p> <p>7 BY: ROBERT HAMILTON, ESQ.</p> <p>8 -AND-</p> <p>9 JONES DAY</p> <p>10 Attorneys for the Plaintiffs/Debtors</p> <p>11 77 South Wacker Drive</p> <p>12 Chicago, Illinois 60601</p> <p>13</p> <p>14 BY: CAITLIN CAHOW, ESQ.</p> <p>15 ROBERT HART, ESQ.</p> <p>16</p> <p>17</p> <p>18 ROBINSON & COLE</p> <p>19 Attorneys for the Official Committee of</p> <p>20 Asbestos Personal Injury Claimants</p> <p>21 280 Trumbull Street</p> <p>22 Hartford, CT 06103</p> <p>23</p> <p>24 BY: ANDREW DePEAU, ESQ.</p> <p>25 ANNECCA SMITH, ESQ.</p>
<p>Page 4</p> <p>1 R E M O T E A P P E A R A N C E S (Cont'd):</p> <p>2</p> <p>3 GILBERT</p> <p>4 Special Insurance Counsel to the Official</p> <p>5 Committee</p> <p>6 700 Pennsylvania Avenue, SE</p> <p>7 Washington, D.C. 20003</p> <p>8</p> <p>9 BY: BRANDON LEVEY, ESQ.</p> <p>10 HEATHER FRAZIER, ESQ.</p> <p>11 RACHEL JENNINGS, ESQ.</p> <p>12</p> <p>13</p> <p>14 McCARTER & ENGLISH</p> <p>15 Attorneys for Trane Technologies Company LLC</p> <p>16 and Trane U.S., Inc.</p> <p>17 Worldwide Plaza</p> <p>18 825 Eighth Ave.</p> <p>19 New York, NY 10019 Four Gateway Center</p> <p>20</p> <p>21 BY: GREGORY MASCITTI, ESQ.</p> <p>22</p> <p>23</p> <p>24 (CONTINUED)</p> <p>25</p>	<p>Page 5</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 ORRICK HERRINGTON & SUTCLIFFE</p> <p>16 Attorneys for the FCR</p> <p>17 1152 15th Street</p> <p>18 Washington, D.C. 20005</p> <p>19</p> <p>20 BY: JONATHAN GUY, ESQ.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

<p style="text-align: right;">Page 58</p> <p>1 S. BROWN</p> <p>2 Q. Oh, sure, sure, okay. And</p> <p>3 between those periods of time you said</p> <p>4 that there was a -- there was a period</p> <p>5 of evaluation. How long did that last?</p> <p>6 You said several months. How long was</p> <p>7 that period of evaluation?</p> <p>8 A. It was, it was during the entire</p> <p>9 time that we were working on the</p> <p>10 project. There was never a firm</p> <p>11 decision that this is what we were going</p> <p>12 to do.</p> <p>13 There was an evaluation of the</p> <p>14 consequences of, you know, affecting the</p> <p>15 restructuring.</p> <p>16 There's a lot of work done to</p> <p>17 make sure that, as we effected the</p> <p>18 restructuring we followed the intent of</p> <p>19 the parties with respect to the goals of</p> <p>20 the project, that we made sure that, you</p> <p>21 know, we weren't causing defaults or</p> <p>22 other problems with contracts that we</p> <p>23 had that were outstanding.</p> <p>24 So we have some very technical</p> <p>25 and complicated licensing issues within</p>	<p style="text-align: right;">Page 59</p> <p>1 S. BROWN</p> <p>2 the company. So one of the entities</p> <p>3 that was restructured was Trane US I</p> <p>4 think and it holds licenses in many of</p> <p>5 the states and we had to make sure that</p> <p>6 as it went through the restructuring</p> <p>7 that we didn't disrupt the business</p> <p>8 operations of that entity.</p> <p>9 So there was a period of both</p> <p>10 work and evaluation to be sure that, you</p> <p>11 know, we were properly effecting this</p> <p>12 and we weren't causing the company</p> <p>13 unintended negative consequences.</p> <p>14 Q. And what was the process to form</p> <p>15 Project Omega? Was there somebody at</p> <p>16 Trane that had to authorize the</p> <p>17 formation of Project Omega?</p> <p>18 MR. MASCITTI: Objection, form.</p> <p>19 Q. You can answer if you know.</p> <p>20 A. There's not a formation like a</p> <p>21 charter with respect to a project like</p> <p>22 this. It's something that is working on</p> <p>23 it. There was, you know, an exploration</p> <p>24 by multifunctional teams that brought in</p> <p>25 expertise as needed to help with the</p>
<p style="text-align: right;">Page 60</p> <p>1 S. BROWN</p> <p>2 evaluation.</p> <p>3 So there's not, you know, one</p> <p>4 document that would have outlined the</p> <p>5 project or, you know, anything like</p> <p>6 that.</p> <p>7 Q. Okay. I guess I'm just, I'm</p> <p>8 trying to understand, there's a day</p> <p>9 where there isn't a Project Omega and</p> <p>10 then there's a day where there's</p> <p>11 suddenly a Project Omega.</p> <p>12 How -- you said it didn't start</p> <p>13 organically, so this could be an idea</p> <p>14 that Evan Turtz had and then discusses</p> <p>15 it with you and then it just sort of</p> <p>16 grows from there or does it need to be</p> <p>17 approved by somebody at the Trane</p> <p>18 organization?</p> <p>19 MR. HAMILTON: Object to form.</p> <p>20 MR. MASCITTI: Objection, form.</p> <p>21 I think there were two questions in</p> <p>22 there.</p> <p>23 MR. DePEAU: I'm sure there were.</p> <p>24 MR. MASCITTI: Maybe -- I think</p> <p>25 the last question will get you where</p>	<p style="text-align: right;">Page 61</p> <p>1 S. BROWN</p> <p>2 you want to go, if that helps.</p> <p>3 A. Do you want me to answer the last</p> <p>4 question, Greg?</p> <p>5 MR. MASCITTI: Yes, please.</p> <p>6 Q. Yes.</p> <p>7 A. So we have lots of projects</p> <p>8 within the company. There are projects</p> <p>9 that are related to M&A, there's</p> <p>10 projects that are related to cost</p> <p>11 cutting, there's projects that are</p> <p>12 related to employee engagement.</p> <p>13 They may all have a code name.</p> <p>14 They, they don't have a charter.</p> <p>15 We had support for this</p> <p>16 particular project from the highest</p> <p>17 levels of the organization, our CEO, our</p> <p>18 president and chief operating officer,</p> <p>19 our CFO, they were all involved and, you</p> <p>20 know, working on the project, if that's</p> <p>21 helpful.</p> <p>22 Q. Yes, no, I think that that</p> <p>23 answers the question. And so let me ask</p> <p>24 you this. When was the first time you</p> <p>25 recall having a Project Omega meeting?</p>

<p style="text-align: right;">Page 62</p> <p>1 S. BROWN</p> <p>2 A. I don't recall an exact date.</p> <p>3 Q. Okay. And when did Jones Day</p> <p>4 first become involved in Project Omega?</p> <p>5 A. I don't recall an exact date.</p> <p>6 Q. Okay. Do you recall a period of</p> <p>7 time in which Jones Day wasn't involved</p> <p>8 in Project Omega?</p> <p>9 A. I don't recall.</p> <p>10 Q. Okay. So I just want to clarify</p> <p>11 because I think you answered this in a</p> <p>12 sort of roundabout way. But was, was</p> <p>13 there a clear delineation between the</p> <p>14 evaluation period and the period of time</p> <p>15 in which you were actually preparing the</p> <p>16 documents and doing the other work that</p> <p>17 would be required to effectuate the</p> <p>18 corporate restructuring?</p> <p>19 A. No, and this is similar to the</p> <p>20 other types of products that I've</p> <p>21 mentioned as well. When we evaluate any</p> <p>22 particular corporate action, you have to</p> <p>23 both do the steps that would get you to</p> <p>24 the point of being able to execute on,</p> <p>25 you know, whatever the project is. Even</p>	<p style="text-align: right;">Page 63</p> <p>1 S. BROWN</p> <p>2 though there may not be a formal</p> <p>3 go/no-go yet, so you have to be prepared</p> <p>4 for the contingencies of you needing to</p> <p>5 move forward.</p> <p>6 And from my perspective, in</p> <p>7 particular from the corporate</p> <p>8 perspective, there are a lot of</p> <p>9 documents obviously involved in the</p> <p>10 restructuring and so it was important to</p> <p>11 work on drafting those and to have</p> <p>12 everything ready.</p> <p>13 It also helps you evaluate the</p> <p>14 project. You know, without having the</p> <p>15 documents in front of someone, they</p> <p>16 can't really speak to facts or whether</p> <p>17 this could cause some other unintended</p> <p>18 consequence.</p> <p>19 And so there's a lot of work that</p> <p>20 goes into a project whether or not you</p> <p>21 ultimately execute on, on that</p> <p>22 particular, you know, plan.</p> <p>23 Q. So it's fair to say that you were</p> <p>24 both on a parallel track you were</p> <p>25 evaluating and also preparing to go</p>
<p style="text-align: right;">Page 64</p> <p>1 S. BROWN</p> <p>2 ahead with the corporate restructuring</p> <p>3 during 2019 and 2020?</p> <p>4 A. That's correct.</p> <p>5 Q. Okay. And you said go/no-go. Do</p> <p>6 you mean there was a final authorization</p> <p>7 to engage in the corporate</p> <p>8 restructuring?</p> <p>9 A. There was a call that occurred</p> <p>10 prior to actually filing any document</p> <p>11 with any state to make sure that all of</p> <p>12 the stakeholders including our executive</p> <p>13 leadership team were ready to move</p> <p>14 forward with the project. And any, you</p> <p>15 know, dissent from any one of those</p> <p>16 people could have resulted in either a</p> <p>17 delay or not moving forward with the</p> <p>18 project.</p> <p>19 Q. And when did that go/no-go</p> <p>20 happen?</p> <p>21 A. The day before we began the</p> <p>22 filings, I believe.</p> <p>23 Q. Okay. And at that point you were</p> <p>24 prepared if it was a go, everybody</p> <p>25 within the Trane organization was</p>	<p style="text-align: right;">Page 65</p> <p>1 S. BROWN</p> <p>2 prepared to effectuate the</p> <p>3 restructuring?</p> <p>4 A. I was prepared to effectuate the</p> <p>5 restructuring, take the steps that I</p> <p>6 needed to take, yes.</p> <p>7 Q. Okay. And who were, you said the</p> <p>8 highest levels at Trane were in favor of</p> <p>9 this. Who was the ultimate</p> <p>10 decision-maker in deciding whether or</p> <p>11 not to effectuate the corporate</p> <p>12 restructuring?</p> <p>13 A. CEO, our CFO, our chief operating</p> <p>14 officer-president and Evan and I believe</p> <p>15 we had representation from our HR, our</p> <p>16 CHRO as well on that call.</p> <p>17 Q. Okay. So there was a call the</p> <p>18 day before?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. All right. And,</p> <p>21 Ms. Brown, what was your -- let me start</p> <p>22 in the summer of 2019. What was your</p> <p>23 initial role with Project Omega?</p> <p>24 A. I was in my role as a corporate</p> <p>25 attorney working on the restructuring</p>

<p style="text-align: right;">Page 70</p> <p>1 S. BROWN</p> <p>2 having any -- what was the nature of the</p> <p>3 work that you were doing for Project</p> <p>4 Omega?</p> <p>5 A. It would have been the evaluation</p> <p>6 of the project, you know, fairly early</p> <p>7 discussions I would think at that point.</p> <p>8 Q. Okay. And what was the</p> <p>9 evaluation generally speaking? What</p> <p>10 were you evaluating?</p> <p>11 A. We were looking at whether a</p> <p>12 restructuring could actually be</p> <p>13 accomplished within the organization and</p> <p>14 we were looking at contracts and</p> <p>15 thinking about due diligence in terms of</p> <p>16 whether, you know, we could move forward</p> <p>17 with the project.</p> <p>18 Q. Okay. In July of 2019 the</p> <p>19 restructuring that you just referred to,</p> <p>20 did that involve placing the asbestos</p> <p>21 liabilities in a separate entity and</p> <p>22 having a funding agreement with that</p> <p>23 entity?</p> <p>24 A. I don't recall all of the, you</p> <p>25 know, what would have been discussed at</p>	<p style="text-align: right;">Page 71</p> <p>1 S. BROWN</p> <p>2 that specific time.</p> <p>3 Q. Okay. And what was the purpose</p> <p>4 of the restructuring at that time?</p> <p>5 A. The purpose of the restructuring</p> <p>6 was to effectuate -- well to create new</p> <p>7 subsidiaries. I'm not sure on the</p> <p>8 timing. But the purpose of, you know,</p> <p>9 the project as a whole is as I mentioned</p> <p>10 before to create these subsidiaries and</p> <p>11 to move the asbestos liabilities, the</p> <p>12 insurance receivables, a funding</p> <p>13 agreement and to provide the resources</p> <p>14 and capabilities necessary for these new</p> <p>15 entities to make a decision about their,</p> <p>16 how they wanted to handle asbestos</p> <p>17 liabilities on a go-forward basis.</p> <p>18 Q. Okay. And was one of those</p> <p>19 options a bankruptcy?</p> <p>20 A. There were many options that were</p> <p>21 available to the board once the entities</p> <p>22 were formed. Bankruptcy would be an</p> <p>23 option, and, you know, obviously is an</p> <p>24 option.</p> <p>25 Q. Okay. Because it's what they</p>
<p style="text-align: right;">Page 72</p> <p>1 S. BROWN</p> <p>2 did, right? Okay. And in July of 2019</p> <p>3 was part of the discussion around the</p> <p>4 restructuring that these new</p> <p>5 subsidiaries might utilize the</p> <p>6 bankruptcy to, to resolve their asbestos</p> <p>7 liabilities?</p> <p>8 A. The new subsidiaries hadn't been</p> <p>9 formed at that time. So there wasn't an</p> <p>10 ability for them to make a decision at</p> <p>11 that time.</p> <p>12 Q. Well I appreciate that. My</p> <p>13 question is a little different. In July</p> <p>14 of 2019 when Project Omega was, the team</p> <p>15 was meeting to discuss the</p> <p>16 restructuring, was one of the things</p> <p>17 that they were contemplating the</p> <p>18 possibility that after the restructuring</p> <p>19 the subsidiaries would deal with their</p> <p>20 asbestos liabilities through a</p> <p>21 bankruptcy?</p> <p>22 A. We don't have control over that</p> <p>23 because that would be a decision made by</p> <p>24 the subsidiaries after they were formed.</p> <p>25 So we were creating these subsidiaries</p>	<p style="text-align: right;">Page 73</p> <p>1 S. BROWN</p> <p>2 and my job was to assist in the</p> <p>3 corporate restructuring piece that would</p> <p>4 allow them the flexibility at a later</p> <p>5 date to make a determination about how</p> <p>6 to handle asbestos liabilities going</p> <p>7 forward.</p> <p>8 One of the potential, you know,</p> <p>9 outcomes or options would be a</p> <p>10 bankruptcy at that time.</p> <p>11 But that's not a decision that</p> <p>12 the people, you know, involved in the</p> <p>13 project could have made at -- in July of</p> <p>14 2019.</p> <p>15 Q. Yeah, I am not trying to be</p> <p>16 difficult. I'm not asking the question</p> <p>17 of whether or not, you know, for</p> <p>18 instance at this particular meeting you</p> <p>19 were making the decision to file for</p> <p>20 bankruptcy.</p> <p>21 I'm saying was a bankruptcy</p> <p>22 contemplated as one of the options when</p> <p>23 you were discussing the potential</p> <p>24 benefits or downsides to a</p> <p>25 restructuring?</p>

<p style="text-align: right;">Page 74</p> <p>1 S. BROWN</p> <p>2 A. The flexibility, giving</p> <p>3 flexibility to the entities was</p> <p>4 discussed at that time. That was our</p> <p>5 primary goal for the restructuring, was</p> <p>6 making sure that we provided the assets</p> <p>7 and the support and, you know, the cash</p> <p>8 and the funding agreement to fully</p> <p>9 enable these entities to continue to pay</p> <p>10 their, the asbestos liabilities as they</p> <p>11 went through the restructuring.</p> <p>12 Regardless of, you know, any</p> <p>13 future outcome we wanted to be certain</p> <p>14 that on, you know, the first day of</p> <p>15 their restructuring they were in the</p> <p>16 same position that the Trane US I think</p> <p>17 and the Ingersoll-Rand company were in</p> <p>18 vis-à-vis the liability and the assets.</p> <p>19 So we wanted to be sure that we</p> <p>20 contended with their ability to pay on</p> <p>21 those claims and then to provide them</p> <p>22 with flexibility. That was the goal at</p> <p>23 that time.</p> <p>24 Q. And so was a bankruptcy filing</p> <p>25 something that was discussed and</p>	<p style="text-align: right;">Page 75</p> <p>1 S. BROWN</p> <p>2 contemplated in the summer of 2019?</p> <p>3 A. I don't -- I don't recall exactly</p> <p>4 what was discussed at that meeting. The</p> <p>5 flexibility of, you know, providing</p> <p>6 flexibility would have included, you</p> <p>7 know, a discussion around all of the</p> <p>8 potential outcomes that the companies</p> <p>9 would have for this restructuring.</p> <p>10 Q. Okay. And what were some of</p> <p>11 those other potential outcomes that were</p> <p>12 identified in 2019?</p> <p>13 A. One potential --</p> <p>14 MR. MASCITTI: I'm going to</p> <p>15 object and just caution the witness.</p> <p>16 Because as you know, counselor, the</p> <p>17 witness is an attorney and providing</p> <p>18 legal advice to the company. To the</p> <p>19 extent that you can answer that</p> <p>20 question without disclosing</p> <p>21 attorney-client communications and</p> <p>22 advice, you can answer that question.</p> <p>23 But I just caution you not to</p> <p>24 disclose any attorney-client</p> <p>25 communications or advice that you</p>
<p style="text-align: right;">Page 76</p> <p>1 S. BROWN</p> <p>2 gave.</p> <p>3 A. My understanding is that there</p> <p>4 would be numerous options available to</p> <p>5 the subsidiaries after we effected the</p> <p>6 restructuring.</p> <p>7 One option would be just to</p> <p>8 continue in the tort system and then to</p> <p>9 continue paying on claims as we've</p> <p>10 always done with the entities, the</p> <p>11 former entities.</p> <p>12 There were also other options</p> <p>13 that might be available to them,</p> <p>14 including restructuring some of the</p> <p>15 liabilities, obtaining insurance that</p> <p>16 could, you know, assist with the payment</p> <p>17 of the liabilities or, you know,</p> <p>18 potentially effecting a bankruptcy.</p> <p>19 So there were -- we were</p> <p>20 equipping the subsidiaries with the</p> <p>21 ability to make a decision within a wide</p> <p>22 range of potential outcomes.</p> <p>23 Q. Let me walk through those then.</p> <p>24 You say paying the claims, they could</p> <p>25 continue to pay the claims in the tort</p>	<p style="text-align: right;">Page 77</p> <p>1 S. BROWN</p> <p>2 system. Is that, is it fair to say</p> <p>3 that's like a status quo kind of option</p> <p>4 that you would keep, the subsidiaries</p> <p>5 would keep paying the claims?</p> <p>6 A. Yes, absolutely.</p> <p>7 Q. Okay. So how would the corporate</p> <p>8 restructuring on May 1st provide the</p> <p>9 subsidiaries flexibility if they were</p> <p>10 going to decide to just keep paying the</p> <p>11 same way that the prior entities had,</p> <p>12 had paid?</p> <p>13 A. It provided flexibility to the</p> <p>14 board of -- boards of those entities to</p> <p>15 make the determination about what they</p> <p>16 thought best for the others with respect</p> <p>17 to the liabilities that were housed</p> <p>18 there.</p> <p>19 One of the options would be to</p> <p>20 maintain the status quo, but there was a</p> <p>21 flexibility of thinking about other</p> <p>22 options as well.</p> <p>23 So we provided the support and</p> <p>24 the cash and the insurance that really</p> <p>25 gave them a wide range of potential</p>

<p style="text-align: right;">Page 94</p> <p>1 S. BROWN</p> <p>2 Day on this corporate M&A portion of the</p> <p>3 list?</p> <p>4 A. I am, yes.</p> <p>5 Q. Okay. And were they all involved</p> <p>6 in Project Omega?</p> <p>7 A. Bryan Davis was involved in some</p> <p>8 of the early discussions, but the</p> <p>9 primary attorney on the corporate</p> <p>10 restructuring, the primary partner was</p> <p>11 Troy Lewis.</p> <p>12 Q. And then if you go down to the</p> <p>13 restructuring group it's got three</p> <p>14 people there, Mark Cody, Brad Erens and</p> <p>15 Greg Gordon. Were those people that all</p> <p>16 worked on the Project Omega team?</p> <p>17 A. I believe so, yes.</p> <p>18 Q. Okay. Is it fair to say that the</p> <p>19 restructuring and the corporate M&A</p> <p>20 people were, were responsible for</p> <p>21 assisting with the valuation of a</p> <p>22 potential corporate restructuring?</p> <p>23 A. I'm sorry, are you asking about</p> <p>24 the roles of the attorneys or the</p> <p>25 internal?</p>	<p style="text-align: right;">Page 95</p> <p>1 S. BROWN</p> <p>2 Q. No, the roles of the attorneys.</p> <p>3 That these, on this page three that</p> <p>4 these attorneys were, their role was to</p> <p>5 provide legal advice related to a</p> <p>6 potential corporate restructuring?</p> <p>7 A. That's correct.</p> <p>8 Q. Okay. And if you go to page 4,</p> <p>9 Jim Jones, under litigation, is that</p> <p>10 somebody that you recall ever being at a</p> <p>11 Project Omega meeting?</p> <p>12 A. I don't recall Jim specifically.</p> <p>13 Q. Okay. What about the banking and</p> <p>14 finance people, Bob Graves and, I'm</p> <p>15 going to butcher that one, Jason</p> <p>16 Samblanet?</p> <p>17 A. No, those are not people that I</p> <p>18 worked with.</p> <p>19 Q. Okay. What about Candace</p> <p>20 Ridgway?</p> <p>21 A. Yes, Candace provided legal</p> <p>22 advice.</p> <p>23 Q. And then Scott Specht under real</p> <p>24 estate, is that someone that worked with</p> <p>25 Project Omega that you're familiar with?</p>
<p style="text-align: right;">Page 96</p> <p>1 S. BROWN</p> <p>2 A. It's not someone that I worked</p> <p>3 with.</p> <p>4 Q. And then it looks like there's</p> <p>5 one more, an associate John Tomes, is</p> <p>6 that somebody you're familiar with?</p> <p>7 A. No, I'm not familiar with him.</p> <p>8 Q. All right. Was there anybody</p> <p>9 else from Jones Day that was assisting</p> <p>10 at this time that isn't on this list?</p> <p>11 MR. MASCITTI: Objection, form</p> <p>12 and foundation.</p> <p>13 A. I'm not sure I would have</p> <p>14 knowledge of everyone that was working</p> <p>15 on the project. This list seems to</p> <p>16 include people that I spoke with during</p> <p>17 the early stages and some who I don't</p> <p>18 recall seeing.</p> <p>19 Q. Okay. Do you have any</p> <p>20 understanding as to when the Jones Day</p> <p>21 law firm was first engaged by Trane?</p> <p>22 A. I don't recall.</p> <p>23 Q. Okay.</p> <p>24 MR. MASCITTI: We've been going</p> <p>25 for about an hour and a half, would</p>	<p style="text-align: right;">Page 97</p> <p>1 S. BROWN</p> <p>2 now be a good time for a break?</p> <p>3 MR. DePEAU: Yes, I think so. I</p> <p>4 was going to bring up another</p> <p>5 document but why don't we take a</p> <p>6 break. What do you need, Ms. Brown?</p> <p>7 Do you want a ten minute break, come</p> <p>8 back at 11:15?</p> <p>9 THE WITNESS: Sounds great.</p> <p>10 MR. DePEAU: Okay, why don't we</p> <p>11 do that.</p> <p>12 THE VIDEOGRAPHER: We are off the</p> <p>13 record, the time is 11:05.</p> <p>14 (A recess was had.)</p> <p>15 THE VIDEOGRAPHER: We are on the</p> <p>16 record, the time is 11:17.</p> <p>17 Q. All right, Ms. Brown, I want to</p> <p>18 show you another exhibit that's already</p> <p>19 been marked. Annecca, if you can bring</p> <p>20 up Trane 4577, I think that's been</p> <p>21 marked Committee Exhibit 189.</p> <p>22 (Committee Exhibit 189, was</p> <p>23 previously marked for</p> <p>24 identification.)</p> <p>25 Q. Just let me know when you have</p>

<p style="text-align: right;">Page 98</p> <p>1 S. BROWN</p> <p>2 that up.</p> <p>3 MS. SMITH: Committee Exhibit 189</p> <p>4 is in the chat.</p> <p>5 A. Okay, I have it up.</p> <p>6 Q. Okay. So this first email at the</p> <p>7 top here, this is not an email that you</p> <p>8 are on so I'm not going to ask you</p> <p>9 specifically about it. But I'm going to</p> <p>10 ask you a question. It says, there's a</p> <p>11 -- it says FYI in the body of the email</p> <p>12 awaiting the NDA lists from Sandra.</p> <p>13 Was there a nondisclosure</p> <p>14 agreement signed by the members of</p> <p>15 Project Omega?</p> <p>16 A. Yes.</p> <p>17 Q. And did you sign a copy of that</p> <p>18 nondisclosure agreement?</p> <p>19 A. I did.</p> <p>20 Q. Okay. And approximately when did</p> <p>21 you sign that?</p> <p>22 A. I don't recall the exact date.</p> <p>23 Q. Okay. Was it in 2019?</p> <p>24 A. I would assume so.</p> <p>25 Q. Was it the third quarter, fourth</p>	<p style="text-align: right;">Page 99</p> <p>1 S. BROWN</p> <p>2 quarter of 2019 if you know?</p> <p>3 A. I don't recall.</p> <p>4 Q. Okay. All right. If you go down</p> <p>5 to the next email, this is another one</p> <p>6 that you're not on but it's from Evan</p> <p>7 Turtz to Amy Roeder on September 3rd,</p> <p>8 2019 and the subject line says Project</p> <p>9 Omega Trane workstreams -- highly</p> <p>10 confidential do not distribute.</p> <p>11 Within the Trane organization</p> <p>12 what is a workstream?</p> <p>13 A. I don't think there's an official</p> <p>14 definition of that.</p> <p>15 Q. What's your understanding of what</p> <p>16 a workstream is?</p> <p>17 A. I'm not sure of what Evan meant</p> <p>18 by using those particular words.</p> <p>19 Q. So you're not aware that there</p> <p>20 were workstreams as part of Project</p> <p>21 Omega?</p> <p>22 MR. MASCITTI: Objection, form.</p> <p>23 A. I don't know exactly what Evan</p> <p>24 meant by the word workstreams. There</p> <p>25 were lots of people working on the</p>
<p style="text-align: right;">Page 100</p> <p>1 S. BROWN</p> <p>2 project as I had mentioned before and</p> <p>3 there were multifunctional groups that</p> <p>4 were involved. So there were meetings</p> <p>5 sometimes with legal group and meetings</p> <p>6 with the financial reporting group or</p> <p>7 tax group.</p> <p>8 Q. All right. Okay. And then the</p> <p>9 next email down is from Mikhael</p> <p>10 Vitenson. Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. And who is Mikhael Vitenson?</p> <p>13 A. Mikhael is an attorney on our</p> <p>14 corporate side. He works for Trane.</p> <p>15 He's an in-house lawyer.</p> <p>16 Q. Okay. And this was sent on</p> <p>17 September 3rd, 2019, and Mikhael says</p> <p>18 attached please find CHVAC and RHVAC due</p> <p>19 diligence agenda. Do you see that?</p> <p>20 A. I do.</p> <p>21 Q. Okay. And is that -- do you</p> <p>22 understand CHVAC to mean commercial</p> <p>23 HVAC?</p> <p>24 A. Yes.</p> <p>25 Q. And is the R residential?</p>	<p style="text-align: right;">Page 101</p> <p>1 S. BROWN</p> <p>2 A. That's how those terms, yes, were</p> <p>3 used, generally, in the company.</p> <p>4 Q. Okay. And I think you are</p> <p>5 attached as a recipient of that email.</p> <p>6 You were one of the recipients?</p> <p>7 A. It looks like, yes, I received</p> <p>8 that.</p> <p>9 Q. Do you recall -- well why don't</p> <p>10 we go down to it. If you scroll down,</p> <p>11 start on page 3 of that PDF at the</p> <p>12 bottom you'll see a Bates number says</p> <p>13 Trane 4579, you see that, it's in red?</p> <p>14 A. I do.</p> <p>15 Q. Okay. Do you recall receiving</p> <p>16 this?</p> <p>17 A. Not specifically. Let me take a</p> <p>18 look at the other pages or --</p> <p>19 Q. We'll go through it. If it's not</p> <p>20 -- if it's not ringing a bell at this</p> <p>21 point we'll keep going.</p> <p>22 But is this Project Omega Trane</p> <p>23 commercial and RES due diligence</p> <p>24 September 3rd, 2019? If you go down to,</p> <p>25 let me start with page 4. Do you see</p>

<p style="text-align: right;">Page 130</p> <p>1 S. BROWN</p> <p>2 transaction. That process was very</p> <p>3 similar to what you'd do in an M&A</p> <p>4 transaction or something similar.</p> <p>5 Q. Okay. Who is in charge of the</p> <p>6 Project Omega team?</p> <p>7 MR. MASCITTI: Objection, form.</p> <p>8 A. I can answer, Greg?</p> <p>9 MR. MASCITTI: If you understand</p> <p>10 the question you can answer it, yes.</p> <p>11 A. I don't understand exactly what</p> <p>12 you mean by in charge of.</p> <p>13 Q. Well who led the meetings</p> <p>14 typically?</p> <p>15 MR. MASCITTI: Objection, form.</p> <p>16 You can answer if you understand the</p> <p>17 question.</p> <p>18 A. It depended on the nature of the</p> <p>19 meeting as to who would lead the</p> <p>20 particular meeting.</p> <p>21 Q. Okay. Was Evan Turtz one of the</p> <p>22 leaders of Project Omega?</p> <p>23 A. Evan Turtz was involved in</p> <p>24 Project Omega and he's a senior leader</p> <p>25 in our company.</p>	<p style="text-align: right;">Page 131</p> <p>1 S. BROWN</p> <p>2 Q. Okay. So is that yes?</p> <p>3 A. He was certainly an important</p> <p>4 part of Project Omega.</p> <p>5 Q. Okay. Were there individuals in</p> <p>6 the Project Omega team who were</p> <p>7 decisionmakers?</p> <p>8 MR. MASCITTI: Objection, form.</p> <p>9 A. It's hard to define team, but</p> <p>10 there were decisionmakers that were</p> <p>11 involved in the process. There were</p> <p>12 meetings that occurred throughout the</p> <p>13 time that we were evaluating the</p> <p>14 transaction. There wasn't necessarily,</p> <p>15 you know, one group of people that were</p> <p>16 the team making decisions. It was, you</p> <p>17 know, a slightly fluid group of people</p> <p>18 who were involved.</p> <p>19 That included the business</p> <p>20 leaders at the highest level of the</p> <p>21 organization.</p> <p>22 Q. Okay. So, for instance, if there</p> <p>23 was an issue related to securities law,</p> <p>24 would you be one of the people who would</p> <p>25 have the authority to make a final</p>
<p style="text-align: right;">Page 132</p> <p>1 S. BROWN</p> <p>2 decision?</p> <p>3 A. I don't make final decisions for</p> <p>4 the company. I give legal advice in my</p> <p>5 role as an attorney for the company.</p> <p>6 Q. Okay. So one of the senior</p> <p>7 leaders would have made that ultimate</p> <p>8 decision after you provided the advice?</p> <p>9 A. That's correct.</p> <p>10 Q. Okay.</p> <p>11 MR. DePEAU: Annecca, can we</p> <p>12 bring up Trane Debtor's 1457.</p> <p>13 Actually, let's, let's skip that one.</p> <p>14 Q. Can you describe the CEO, Mr.</p> <p>15 Michael Lamach? What was his role with</p> <p>16 Project Omega?</p> <p>17 A. Michael Lamach is our chief</p> <p>18 executive officer and chairman of our</p> <p>19 board for Trane Technologies PLC. He</p> <p>20 was involved in evaluation of the</p> <p>21 project. We provided reports, mostly</p> <p>22 verbal reports during meetings that</p> <p>23 occurred regarding the status of the</p> <p>24 project and he was interested and</p> <p>25 involved and attentive to making sure</p>	<p style="text-align: right;">Page 133</p> <p>1 S. BROWN</p> <p>2 that we had the resources that we needed</p> <p>3 to be able to execute on the</p> <p>4 restructuring and was critical and asked</p> <p>5 questions to be sure that we were</p> <p>6 thinking of all of the issues that</p> <p>7 needed to be identified with respect to</p> <p>8 the project.</p> <p>9 Q. Okay. I noticed he wasn't on a</p> <p>10 lot of the invites for the Project Omega</p> <p>11 meetings that I reviewed and I was just</p> <p>12 curious, was there somebody from the</p> <p>13 Project Omega team who would report to</p> <p>14 him about Project Omega?</p> <p>15 A. I think that many people reported</p> <p>16 to Mike. Our CFO and Evan Turtz are</p> <p>17 both direct reports of Mike Lamach and</p> <p>18 Mike did attend meetings regarding the</p> <p>19 project as well, meetings that I</p> <p>20 attended.</p> <p>21 Q. Okay. And was he involved in the</p> <p>22 decision to form Project Omega?</p> <p>23 MR. MASCITTI: Objection, form.</p> <p>24 A. I'm not -- to my personal</p> <p>25 knowledge, I don't know. I don't know.</p>

<p style="text-align: right;">Page 138</p> <p>1 S. BROWN</p> <p>2 restructuring and to make sure that we</p> <p>3 provided the flexibility and the</p> <p>4 resources necessary for the boards of</p> <p>5 the entities that were created to make a</p> <p>6 determination about their ultimate</p> <p>7 outcome and, you know, how they wanted</p> <p>8 to handle their asbestos liability going</p> <p>9 forward.</p> <p>10 Q. Okay. Okay. So my question is</p> <p>11 slightly different than that though.</p> <p>12 It's in order to provide them with that</p> <p>13 flexibility, did you have to have an</p> <p>14 understanding of what potential options</p> <p>15 they'd be considered after the corporate</p> <p>16 restructuring took place?</p> <p>17 A. I mean yes. I think that we had</p> <p>18 to make sure that if, for instance, they</p> <p>19 were going to stay in the tort system,</p> <p>20 that those entities were provided with</p> <p>21 the support that they needed to pay the</p> <p>22 claims that they would be responsible</p> <p>23 for. So the drafting of the funding</p> <p>24 agreement was something that was, you</p> <p>25 know, part of the, the restructuring but</p>	<p style="text-align: right;">Page 139</p> <p>1 S. BROWN</p> <p>2 it contemplated both staying in the tort</p> <p>3 system and making sure that those</p> <p>4 entities could fund the liabilities as</p> <p>5 they came due and also, you know,</p> <p>6 potentially a bankruptcy scenario.</p> <p>7 Q. Okay. As part of this, these</p> <p>8 Project Omega meetings, did the team</p> <p>9 ever evaluate the merits of these</p> <p>10 various options?</p> <p>11 MR. MASCITTI: Objection, form.</p> <p>12 I'm not sure what options you're</p> <p>13 referring to.</p> <p>14 Q. Sure. Why don't we start with</p> <p>15 the bankruptcy option. Was there a</p> <p>16 discussion at any of these meetings</p> <p>17 about the merits of a potential</p> <p>18 bankruptcy?</p> <p>19 MR. MASCITTI: Objection, form.</p> <p>20 A. A discussion among whom?</p> <p>21 Q. A discussion with the Project</p> <p>22 Omega team -- let me restate the</p> <p>23 question because it's going to be a mess</p> <p>24 on the transcript.</p> <p>25 You said earlier that you had to</p>
<p style="text-align: right;">Page 140</p> <p>1 S. BROWN</p> <p>2 understand -- you had to create the</p> <p>3 corporate restructuring in such a way</p> <p>4 that would provide resources to these</p> <p>5 new entities so that they could make a</p> <p>6 decision about the historic asbestos</p> <p>7 liabilities of Trane, correct?</p> <p>8 A. Yes, one of the goals of</p> <p>9 restructuring was to make sure that they</p> <p>10 had the resources that they needed.</p> <p>11 Q. Okay. And in order to provide</p> <p>12 them with the resources, you would also</p> <p>13 have to understand what potential</p> <p>14 options they were likely to consider,</p> <p>15 right?</p> <p>16 MR. MASCITTI: Objection, form.</p> <p>17 A. Yeah, not necessarily. I mean I</p> <p>18 think to appropriately provide</p> <p>19 flexibility we needed to have a funding</p> <p>20 agreement but that funding agreement is</p> <p>21 an uncapped resource that they can tap</p> <p>22 into. So they were really not limited</p> <p>23 in terms of, you know, what they would</p> <p>24 need to do on a day-to-day basis if they</p> <p>25 stayed with the status quo or if they</p>	<p style="text-align: right;">Page 141</p> <p>1 S. BROWN</p> <p>2 pursued some other option including a</p> <p>3 bankruptcy.</p> <p>4 Q. Okay. So were the merits of the</p> <p>5 bankruptcy option ever discussed as part</p> <p>6 of Project Omega?</p> <p>7 MR. MASCITTI: Objection, form.</p> <p>8 A. What do you mean by the merits?</p> <p>9 Q. The benefits, the downsides?</p> <p>10 A. We certainly as part of the</p> <p>11 restructuring -- restructuring,</p> <p>12 evaluated whether a decision by these</p> <p>13 entities could have a negative</p> <p>14 consequence on the company as a whole.</p> <p>15 So as I mentioned before, we</p> <p>16 needed to think about what any potential</p> <p>17 bankruptcy within the organization, the</p> <p>18 impact that that could have on our</p> <p>19 business continuity.</p> <p>20 Q. Okay. All right. So if I</p> <p>21 understand your testimony correctly,</p> <p>22 you're saying that Project Omega</p> <p>23 prepared the corporate restructuring,</p> <p>24 you know, evaluated it, and then</p> <p>25 eventually it was executed and it was</p>

<p style="text-align: right;">Page 142</p> <p>1 S. BROWN</p> <p>2 approved and executed on May 1st, 2020</p> <p>3 or some of it was executed the day</p> <p>4 before, and then you left the, I assume</p> <p>5 the board of managers for these new</p> <p>6 entities Aldrich and Murray Boiler to</p> <p>7 evaluate and make an independent</p> <p>8 decision about whether or not to file</p> <p>9 for bankruptcy; is that correct?</p> <p>10 A. That's correct.</p> <p>11 Q. Okay. So did you do anything to</p> <p>12 prepare the Trane organization for the</p> <p>13 possibility that a bankruptcy would be</p> <p>14 filed?</p> <p>15 A. As an attorney, I assisted with</p> <p>16 the documents in the restructuring that</p> <p>17 I mentioned before that provided for,</p> <p>18 you know, the funding agreement and the</p> <p>19 support and everything else to those</p> <p>20 entities.</p> <p>21 I thought about the disclosure</p> <p>22 that would be necessary with respect to</p> <p>23 the bankruptcy event once that had been,</p> <p>24 you know, determined to be a potential</p> <p>25 outcome for the board when they were</p>	<p style="text-align: right;">Page 143</p> <p>1 S. BROWN</p> <p>2 evaluating that.</p> <p>3 We had to look at if they were to</p> <p>4 make that decision, what would need to</p> <p>5 be included in our SEC filings and what</p> <p>6 would the impact on the financial</p> <p>7 statements be if, you know, those</p> <p>8 entities were in bankruptcy and</p> <p>9 deconsolidated.</p> <p>10 Q. Okay. I'd like to show you</p> <p>11 another exhibit here it's Trane Debtor's</p> <p>12 1462 and Annecca should, it should be up</p> <p>13 in the chat momentarily.</p> <p>14 MS. SMITH: Trane Debtor's 1462</p> <p>15 should be marked as Committee Exhibit</p> <p>16 203.</p> <p>17 (Committee Exhibit 203, Trane</p> <p>18 Debtor's 1462 was marked for</p> <p>19 identification.)</p> <p>20 A. Okay, I have it up.</p> <p>21 Q. So this is another appointment</p> <p>22 from Sandra Hamrick. I think she -- is</p> <p>23 she the assistant for Evan Turtz?</p> <p>24 A. Yes.</p> <p>25 Q. And she sent this out in November</p>
<p style="text-align: right;">Page 144</p> <p>1 S. BROWN</p> <p>2 of 2014 -- of 2019 but then it's for a</p> <p>3 meeting that's further out into February</p> <p>4 of 2020 related to Project Omega. And</p> <p>5 this is a much larger group. Does this</p> <p>6 -- does this refresh your recollection</p> <p>7 as to when the Project Omega team</p> <p>8 expanded?</p> <p>9 A. No, this is just a meeting invite</p> <p>10 for one meeting. I don't know what that</p> <p>11 meeting was for and there were many</p> <p>12 people involved in the project prior to</p> <p>13 that date.</p> <p>14 Q. Okay. And how did, how did those</p> <p>15 -- how did additional people get brought</p> <p>16 into the Project Omega team?</p> <p>17 MR. MASCITTI: Objection, form.</p> <p>18 In addition to what? I'm just trying</p> <p>19 to understand the point. You're</p> <p>20 comparing it to something but it's</p> <p>21 not clear what you're comparing it</p> <p>22 to.</p> <p>23 Q. So I think we looked at earlier</p> <p>24 documents, appointments, you know, there</p> <p>25 was a working group list that had a much</p>	<p style="text-align: right;">Page 145</p> <p>1 S. BROWN</p> <p>2 smaller team just in-house attorneys</p> <p>3 within, within the Trane organization</p> <p>4 and now -- and a couple of finance</p> <p>5 people. So now there's some additional</p> <p>6 people. Without going through all of</p> <p>7 them, I just want to know generally was</p> <p>8 it just an issue by issue thing or</p> <p>9 something came up and you had to pull</p> <p>10 another Trane employee into it and</p> <p>11 assign them work related to it, or was</p> <p>12 there a point in time where the team</p> <p>13 became much larger?</p> <p>14 MR. HAMILTON: Object to form.</p> <p>15 A. So I think the documents I've</p> <p>16 been shown so far are just individual</p> <p>17 calendar appointments. They don't</p> <p>18 really show descriptions of what was</p> <p>19 discussed at the meeting and they are</p> <p>20 datapoints. I don't think that the</p> <p>21 documents I've seen really have any</p> <p>22 relevance for the size of the team and</p> <p>23 when it was formed. I'm having trouble</p> <p>24 drawing a conclusion from looking at the</p> <p>25 documents.</p>

<p style="text-align: right;">Page 206</p> <p>1 S. BROWN</p> <p>2 Q. Okay. And then on page 9, it</p> <p>3 says page 5 at the bottom of that page</p> <p>4 but page 9 of the PDF, see where it says</p> <p>5 indemnified parties?</p> <p>6 A. Yes.</p> <p>7 Q. Do you know what those, what</p> <p>8 those entities are?</p> <p>9 A. I wasn't involved in putting</p> <p>10 together that list.</p> <p>11 Q. Okay. Are you familiar with all</p> <p>12 those entities?</p> <p>13 A. I'm familiar with some only</p> <p>14 because some were former subsidiaries of</p> <p>15 the company, some many, many years ago.</p> <p>16 Q. And then on the 10th page of the</p> <p>17 PDF it says 6 at the bottom there's a</p> <p>18 list of insurers. It goes on and on</p> <p>19 from there. But did you have any</p> <p>20 involvement in putting together a list</p> <p>21 of insurers?</p> <p>22 A. No.</p> <p>23 Q. Okay. In your work with Trane,</p> <p>24 do you have any knowledge about the</p> <p>25 various insurance policies that the</p>	<p style="text-align: right;">Page 207</p> <p>1 S. BROWN</p> <p>2 Trane organization has?</p> <p>3 A. No. I know we have D&O insurance</p> <p>4 only because that sort of relates to my</p> <p>5 role as corporate secretary and advising</p> <p>6 on, you know, issues related to</p> <p>7 coverage.</p> <p>8 Q. Okay. If asbestos litigation</p> <p>9 were permitted against entities on the</p> <p>10 nondebtor affiliate list or the insurers</p> <p>11 or the indemnified parties list, which</p> <p>12 employees doing work for the debtors</p> <p>13 would be impacted?</p> <p>14 MR. MASCITTI: Objection,</p> <p>15 foundation.</p> <p>16 A. Yeah, I'm not sure I followed the</p> <p>17 question.</p> <p>18 Q. Are there any employees who are</p> <p>19 doing work for the debtors who would</p> <p>20 have to be diverted if there was</p> <p>21 asbestos-related litigation against any</p> <p>22 of the entities on this list?</p> <p>23 MR. MASCITTI: Objection,</p> <p>24 foundation.</p> <p>25 A. Yeah, I don't know the answer to</p>
<p style="text-align: right;">Page 208</p> <p>1 S. BROWN</p> <p>2 that. I'm not responsible for</p> <p>3 allocating employees within the</p> <p>4 affiliate organization.</p> <p>5 Q. At any time prior to the</p> <p>6 corporate restructuring, did the Project</p> <p>7 Omega team ever consider placing the</p> <p>8 entire Trane enterprise under</p> <p>9 bankruptcy?</p> <p>10 A. Sorry, can you repeat that</p> <p>11 question?</p> <p>12 Q. Sure. Prior to the May 1st, 2020</p> <p>13 corporate restructuring, did the Project</p> <p>14 Omega team ever consider an alternative</p> <p>15 plan to put the entire Trane</p> <p>16 organization into bankruptcy?</p> <p>17 A. I don't see any reason why we</p> <p>18 would have put the entire organization</p> <p>19 into bankruptcy.</p> <p>20 Q. And why is that?</p> <p>21 A. It's a healthy company and there</p> <p>22 are many reasons as I said before why</p> <p>23 that would not be beneficial to our</p> <p>24 company, our shareholders, our</p> <p>25 employees. It would actually be</p>	<p style="text-align: right;">Page 209</p> <p>1 S. BROWN</p> <p>2 detrimental to any stakeholder,</p> <p>3 including plaintiffs in litigation if,</p> <p>4 you know, the company had to, to go</p> <p>5 through a bankruptcy at the parent</p> <p>6 company level.</p> <p>7 Q. Okay. So at the time of the</p> <p>8 corporate restructuring, was the Trane</p> <p>9 enterprise in any financial distress?</p> <p>10 A. No.</p> <p>11 Q. Okay. Is there any doubt in your</p> <p>12 mind that the Trane organization, the</p> <p>13 whole enterprise, had they not -- had</p> <p>14 there not been a bankruptcy filing, that</p> <p>15 they would be able to pay for all the</p> <p>16 asbestos liabilities into the future?</p> <p>17 MR. MASCITTI: Objection, form</p> <p>18 and foundation.</p> <p>19 A. Yeah, I don't deal with asbestos</p> <p>20 liabilities and I don't, I don't know</p> <p>21 the answer to your question.</p> <p>22 Q. Okay. All right.</p> <p>23 MR. DEPEAU: Annecca, could you</p> <p>24 bring up Trane 212.</p> <p>25 Q. Ms. Brown, we've been going about</p>

<p style="text-align: right;">Page 210</p> <p>1 S. BROWN</p> <p>2 another hour and 20 minutes. Maybe we</p> <p>3 can do -- do you want to do a 10 minute</p> <p>4 break and come back at 2?</p> <p>5 THE WITNESS: That sounds good.</p> <p>6 MR. DePEAU: This is a good</p> <p>7 breaking point.</p> <p>8 MS. SMITH: Before we break,</p> <p>9 Trane 212 will be marked as Committee</p> <p>10 Exhibit 206.</p> <p>11 (Committee Exhibit 206, Trane 212</p> <p>12 was marked for identification.)</p> <p>13 THE VIDEOGRAPHER: Are we ready</p> <p>14 to go off?</p> <p>15 MR. DePEAU: Yes.</p> <p>16 THE VIDEOGRAPHER: We are off the</p> <p>17 record, the time is 1:50.</p> <p>18 (A recess was had.)</p> <p>19 THE VIDEOGRAPHER: We are on the</p> <p>20 record, the time is 2:02.</p> <p>21 Q. Okay, Ms. Brown, did you have a</p> <p>22 chance to bring up Trane 212?</p> <p>23 A. I'm opening it right now.</p> <p>24 MR. DePEAU: And Annecca, could</p> <p>25 you restate on the record what</p>	<p style="text-align: right;">Page 211</p> <p>1 S. BROWN</p> <p>2 Committee Exhibit number that will</p> <p>3 be.</p> <p>4 MS. SMITH: Yes. And that will</p> <p>5 be 206 just to confirm.</p> <p>6 A. I have it open.</p> <p>7 Q. So this is a Form 10-Q for the</p> <p>8 quarterly period ending March 31st,</p> <p>9 2020. You see that?</p> <p>10 A. I do, mm-hmm.</p> <p>11 Q. And what role did you have in</p> <p>12 preparing or filing this document?</p> <p>13 A. As with all of our quarterly</p> <p>14 reports, I would have reviewed the</p> <p>15 document to make sure that it complied</p> <p>16 with form and worked with our financial</p> <p>17 reporting team to provide comments and</p> <p>18 participated in our disclosure committee</p> <p>19 to discuss the document.</p> <p>20 Q. Okay. And just generally</p> <p>21 speaking, what is a 10-Q? What is a</p> <p>22 Form 10-Q?</p> <p>23 A. It's a quarterly report that's</p> <p>24 required by SEC rules. It's a financial</p> <p>25 report.</p>
<p style="text-align: right;">Page 212</p> <p>1 S. BROWN</p> <p>2 Q. Is this document to provide</p> <p>3 certain information to the public?</p> <p>4 A. These are publicly filed. It's</p> <p>5 the, the intention is to provide</p> <p>6 shareholders with information about the</p> <p>7 company on a quarterly basis.</p> <p>8 Q. Okay. And if you scroll down,</p> <p>9 it's probably better to type in the</p> <p>10 number, but it's page 28 of the PDF, but</p> <p>11 if you look at the bottom of the 10-Q</p> <p>12 it's page 26. Just to confirm it's</p> <p>13 Trane 239 is the Bates label in the</p> <p>14 bottom right corner. Just let me know</p> <p>15 when you're there.</p> <p>16 A. I'm there.</p> <p>17 Q. See where it says</p> <p>18 asbestos-related matters?</p> <p>19 A. Yes.</p> <p>20 Q. I'm not going to ask you specific</p> <p>21 questions about this, but what is your</p> <p>22 understanding as to the requirement that</p> <p>23 a company disclose its asbestos</p> <p>24 liabilities during ongoing litigation?</p> <p>25 A. There's a requirement that the</p>	<p style="text-align: right;">Page 213</p> <p>1 S. BROWN</p> <p>2 company disclose commitments and</p> <p>3 contingencies. I believe that that's</p> <p>4 the note that this is included under.</p> <p>5 And that would encompass any</p> <p>6 liabilities, particularly those that</p> <p>7 might occur in the future.</p> <p>8 Q. Okay.</p> <p>9 A. That are material. There is a</p> <p>10 materiality threshold applied to the</p> <p>11 financial statements.</p> <p>12 Q. Okay. And who makes the</p> <p>13 determination as to whether or not</p> <p>14 something is material?</p> <p>15 A. It would be our financial</p> <p>16 reporting team in connection with the</p> <p>17 advice from the disclosure committee and</p> <p>18 legal advice in some instances and</p> <p>19 advice from the accountants in others.</p> <p>20 Q. And is there -- are there any</p> <p>21 penalties if incorrect information or</p> <p>22 false or misleading information is</p> <p>23 included in these documents?</p> <p>24 A. The SEC rules require the</p> <p>25 information to comply with the</p>

EXHIBIT D

1 C. KUEHN 30(b)(6)
2 UNITED STATES BANKRUPTCY COURT
3 FOR THE WESTERN DISTRICT OF NORTH CAROLINA
4 CHARLOTTE DIVISION
5 -----x
6 IN RE: Chapter 11
7 No. 20-30608 (JCW)
8 (Jointly Administered)
ALDRICH PUMP LLC, et al.,
9 Debtors.
10 -----x
11 ALDRICH PUMP LLC and
12 MURRAY BOILER LLC,
13 Plaintiffs, Adversary Proceeding
14 v. No. 20-03041 (JCW)
15 THOSE PARTIES TO ACTIONS
16 LISTED ON APPENDIX A
17 TO COMPLAINT and
18 JOHN and JANE DOES 1-1000,
19 Defendants.
20 -----x
21 REMOTE VIDEOTAPED 30(b)(6) DEPOSITION OF
22 CHRIS KUEHN
23 Reported by:
24 JoRita B. Meyer, RPR/RMR/CRR
25 JOB No. 192002

Page 2	Page 3
<p data-bbox="175 157 553 184">1 C. KUEHN 30(b)(6)</p> <p data-bbox="175 191 503 310">2 3 4 APRIL 9, 2021 5 9:36 a.m. EST 6 7 Remote Videotaped 30(b)(6) Deposition of 8 CHRIS KUEHN, taken by the Committee of Asbestos 9 Personal Injury Claimants, before JoRita B. Meyer, 10 Registered Professional Reporter, Registered 11 Merit Reporter, Certified Realtime Reporter, 12 and Notary Public. 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p data-bbox="849 157 1310 184">1 C. KUEHN 30(b)(6)</p> <p data-bbox="849 191 1395 380">2 REMOTE APPEARANCES: 3 FOR THE PLAINTIFFS/DEBTORS: 4 JONES DAY 5 BY: ROBERT HAMILTON, ESQ. 6 325 John H. McConnell Boulevard 7 Columbus, OH 43215 8 9 FOR THE PLAINTIFFS/DEBTORS: 10 JONES DAY 11 BY: BRITTANY WIEGAND, ESQ. 12 BY: CAITLIN CAHOW, ESQ. 13 77 West Wacker 14 Chicago, IL 60601 15 16 FOR THE ACC: 17 WINSTON & STRAWN 18 BY: CARRIE HARDMAN, ESQ. 19 BY: JOHN TSCHIRGI, ESQ. 20 BY: JAMIE CAPONERA, ESQ. 21 200 Park Avenue 22 New York, NY 10166 23 24 25</p>
Page 4	Page 5
<p data-bbox="175 1056 651 1278">1 C. KUEHN 30(b)(6) 2 REMOTE APPEARANCES: 3 FOR THE COMMITTEE: 4 GILBERT 5 BY: HEATHER FRAZIER, ESQ. 6 700 Pennsylvania Avenue Southeast 7 Washington, DC 20003 8 9 FOR TRANE TECHNOLOGIES COMPANY LLC 10 and TRANE U.S., INC.: 11 McCARTER & ENGLISH 12 BY: GREGORY MASCITTI, ESQ. 13 825 Eighth Avenue 14 New York, New York 10019 15 16 FOR TRANE TECHNOLOGIES COMPANY LLC 17 and TRANE U.S., INC.: 18 McCARTER & ENGLISH 19 Four Gateway Center 20 Mulberry Street 21 Newark, NJ 07102 22 BY: PHILLIP PAVLICK, ESQ. 23 24 25</p>	<p data-bbox="849 1056 1347 1278">1 C. KUEHN 30(b)(6) 2 REMOTE APPEARANCES: 3 FOR THE FCR: 4 ORRICK HERRINGTON 5 1152 15th Street Northwest 6 Washington, DC 20005 7 BY: JONATHAN GUY, ESQ. 8 9 ALSO PRESENT: 10 Jill Shapiro, FTI Consulting 11 Scott Duncan, Videographer 12 /// 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

Page 30	Page 31
<p>1 C. KUEHN 30(b)(6)</p> <p>2 this deposition today.</p> <p>3 Look, I thought that you were just</p> <p>4 trying to get some preliminary background</p> <p>5 questions in in order to set the stage for</p> <p>6 the 30(b)(6) portion, but, you know, you</p> <p>7 continue to go on to these other entities</p> <p>8 outside of what has been designated for the</p> <p>9 topics, so I'm not sure how far you're going</p> <p>10 to go down that road, but I'd like us to move</p> <p>11 on to the topics at some point.</p> <p>12 MS. HARDMAN: I appreciate that,</p> <p>13 Mr. Mascitti. As you can tell from the</p> <p>14 organizational chart, we've gone through</p> <p>15 every other entity but Trane Technologies</p> <p>16 HoldCo, Inc., and that's where you're</p> <p>17 objecting. It's one entity. If that's an</p> <p>18 issue and we need to move on, that's fine.</p> <p>19 It was simply a question to understand if he</p> <p>20 served as an officer of the affiliates of</p> <p>21 Trane Technologies Company LLC as well as</p> <p>22 Trane U.S., Inc.</p> <p>23 MS. MASCITTI: I think you've asked</p> <p>24 those questions.</p> <p>25 MS. HARDMAN: You objected and you've</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 gone on and so I don't know if I've actually</p> <p>3 gotten an answer with respect to the question</p> <p>4 I'm asking.</p> <p>5 MS. MASCITTI: Why don't we repeat the</p> <p>6 question and see what it was, then.</p> <p>7 MS. HARDMAN: Sure. Mr. Kuehn, I'm just</p> <p>8 going to start fresh.</p> <p>9 BY MS. HARDMAN:</p> <p>10 Q. Do you know if you serve as an officer</p> <p>11 of any other entity that is considered an</p> <p>12 affiliate of Trane Technologies Company LLC or</p> <p>13 Trane U.S., Inc., other than --</p> <p>14 A. I'm not aware of where I serve as an</p> <p>15 officer of other entities other than Trane</p> <p>16 Technologies Company LLC or for Trane U.S. Inc. on</p> <p>17 this page.</p> <p>18 Q. Put aside the page. Are you aware of</p> <p>19 any other entities where you serve as an officer</p> <p>20 that might be considered an affiliate of Trane</p> <p>21 Technologies Company LLC or Trane U.S. Inc.?</p> <p>22 A. I am not.</p> <p>23 Q. Okay. With respect to your board roles,</p> <p>24 do you know if you serve on a board that is</p> <p>25 considered an affiliate of Trane Technologies</p>
Page 32	Page 33
<p>1 C. KUEHN 30(b)(6)</p> <p>2 Company LLC or Trane U.S. Inc., whether on this</p> <p>3 chart or otherwise?</p> <p>4 MS. MASCITTI: Objection, scope.</p> <p>5 BY MS. HARDMAN:</p> <p>6 Q. You can answer.</p> <p>7 A. I don't know if I serve on other</p> <p>8 entities other than what I've previously shared.</p> <p>9 Q. Okay. Going back to the definitions</p> <p>10 we've discussed, we are going to agree to use the</p> <p>11 definitions that are located within the 30(b)(6)</p> <p>12 notices that you had previously reviewed.</p> <p>13 My understanding is that there is no</p> <p>14 definition for Project OMEGA within those</p> <p>15 definitions. So to the extent that that term gets</p> <p>16 used today, I just need to understand your</p> <p>17 understanding of what Project OMEGA is, at a very</p> <p>18 high level.</p> <p>19 MS. MASCITTI: Objection, scope.</p> <p>20 THE WITNESS: My understanding, it was a</p> <p>21 project to evaluate options with respect to</p> <p>22 the asbestos liabilities held by -- at the</p> <p>23 time, Ingersoll Rand, PLC.</p> <p>24 BY MS. HARDMAN:</p> <p>25 Q. Okay. So to the extent we use that term</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 today, we may have that general understanding as</p> <p>3 well going forward.</p> <p>4 When was what we'll call new Trane or</p> <p>5 Trane U.S. Inc. formed?</p> <p>6 A. I believe that was on or around May 1st,</p> <p>7 2020, around the time of the corporate</p> <p>8 restructuring.</p> <p>9 Q. Was it formed as a result of the</p> <p>10 corporate restructuring?</p> <p>11 A. I believe it was.</p> <p>12 Q. Okay. When was Trane Technologies</p> <p>13 Company LLC formed?</p> <p>14 A. I believe it was on or around May 1st,</p> <p>15 2020, at the time of the corporate restructuring.</p> <p>16 Q. Was it formed as a result of the</p> <p>17 corporate restructuring?</p> <p>18 A. That's my understanding.</p> <p>19 Q. What is your understanding as to why</p> <p>20 Trane U.S. Inc. was formed?</p> <p>21 MS. MASCITTI: Objection, scope. Ms.</p> <p>22 Hardman, what topic are you on?</p> <p>23 MS. HARDMAN: I'm trying to understand</p> <p>24 the current operations which, from formation</p> <p>25 in May 1 of 2020 to present is not that long</p>

Page 38	Page 39
<p>1 C. KUEHN 30(b)(6)</p> <p>2 Kuehn. I'm going to object to scope.</p> <p>3 THE WITNESS: My understanding is that</p> <p>4 as a result of allocating the asbestos assets</p> <p>5 and liabilities to the newly formed entities</p> <p>6 Aldrich and Murray, it was required as part</p> <p>7 of those steps to create new Trane U.S., Inc.</p> <p>8 BY MS. HARDMAN:</p> <p>9 Q. Let's go back to the organizational</p> <p>10 chart you have in front of you.</p> <p>11 And let's start with Trane Technologies</p> <p>12 Company LLC.</p> <p>13 What is Trane Technologies Company LLC's</p> <p>14 key operations?</p> <p>15 A. It doesn't have operations per se. It</p> <p>16 has interests in companies that have operations.</p> <p>17 Q. And what companies does it have</p> <p>18 interests in?</p> <p>19 A. It has interests in several companies,</p> <p>20 but the most material of that would be the Thermo</p> <p>21 King Americas business, or the company's transfer</p> <p>22 refrigeration business in North America and South</p> <p>23 America, would be one of its significant</p> <p>24 subsidiaries.</p> <p>25 Q. Are there others?</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 A. There are other subsidiaries that make</p> <p>3 up that box of other subsidiaries, but the most</p> <p>4 material one is the transport business, Thermo</p> <p>5 King business in the Americas.</p> <p>6 Q. With respect to the subsidiaries below</p> <p>7 Trane Technologies Company LLC, you'll see there's</p> <p>8 an entity called Trane Inc. there. Do you see</p> <p>9 that?</p> <p>10 A. I do.</p> <p>11 Q. What are the key operations for Trane</p> <p>12 Inc., if any?</p> <p>13 MS. MASCITTI: Objection, form.</p> <p>14 THE WITNESS: My understanding is it's a</p> <p>15 holding company that has interests in other</p> <p>16 subsidiaries.</p> <p>17 BY MS. HARDMAN:</p> <p>18 Q. And what subsidiaries would those be?</p> <p>19 A. I don't know the structure beneath Trane</p> <p>20 Inc. I'd have to look at our organizational</p> <p>21 chart. That would be available.</p> <p>22 Q. And the organizational chart you're</p> <p>23 referring to, is that the document you were</p> <p>24 looking at earlier?</p> <p>25 A. It was the document provided yesterday,</p>
Page 40	Page 41
<p>1 C. KUEHN 30(b)(6)</p> <p>2 yes, that I can look at. I've not looked at it</p> <p>3 yet.</p> <p>4 Q. Okay. Then I think what we might do is</p> <p>5 come back to this just so we have a chance to look</p> <p>6 at the same document as well, and then we can</p> <p>7 actually look at the various entities and I can</p> <p>8 ask you some questions about that. So let's come</p> <p>9 back to this.</p> <p>10 We previously discussed at your last</p> <p>11 deposition the structure of your individual</p> <p>12 compensation and the -- as I understand it, three</p> <p>13 facets of what makes up your compensation. Is</p> <p>14 that still accurate today?</p> <p>15 A. Yes, it is.</p> <p>16 Q. Do you know if that same structure</p> <p>17 applies to other officers of the Trane enterprise?</p> <p>18 A. Yes, it should.</p> <p>19 Q. Do you know which officers, generally,</p> <p>20 it does or does not apply to?</p> <p>21 A. Generally I do, yes.</p> <p>22 Q. Okay. And which are those?</p> <p>23 A. Are you asking the individuals or</p> <p>24 titles, Ms. Hardman?</p> <p>25 Q. I am asking more of a general question</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 to start. If you know if, for instance, all chief</p> <p>3 officers have that same structure or if it is</p> <p>4 designated a different way, perhaps chief officers</p> <p>5 and presidents, or if there's a delineation that</p> <p>6 you're aware of, that's what I'm asking.</p> <p>7 MS. MASCITTI: Ms. Hardman, are you</p> <p>8 asking with respect to the officers,</p> <p>9 managers, management team and other key</p> <p>10 employees of the non-debtor affiliates?</p> <p>11 MS. HARDMAN: That's correct.</p> <p>12 MS. MASCITTI: Okay. Thank you.</p> <p>13 THE WITNESS: So the common areas here</p> <p>14 should be the base salary component for all</p> <p>15 of those employees, and highly likely all</p> <p>16 those employees have the second facet of</p> <p>17 compensation, which is the annual incentive</p> <p>18 matrix, the cash incentive annually.</p> <p>19 I believe some of the employees on the</p> <p>20 list of managers or directors of Trane U.S.</p> <p>21 Inc. and/or Trane Technologies Company, they</p> <p>22 may have a sales plan, which would be in lieu</p> <p>23 of annual incentive matrix. But the majority</p> <p>24 would be under annual incentive matrix.</p> <p>25 With respect to the last facet, the</p>

Page 42	Page 43
<p>1 C. KUEHN 30(b)(6)</p> <p>2 long-term incentives, I would expect that all</p> <p>3 employees would have some compensation</p> <p>4 related to either stock options or restricted</p> <p>5 stock units.</p> <p>6 There's another aspect we discussed last</p> <p>7 time around, performance shares, and that</p> <p>8 would be a more limited group to say, I</p> <p>9 believe, roughly the top hundred people in</p> <p>10 the company. So it would likely again</p> <p>11 include the majority of these board members,</p> <p>12 but maybe not all.</p> <p>13 BY MS. HARDMAN:</p> <p>14 Q. And by "these board members," who are</p> <p>15 you referring to? What boards?</p> <p>16 A. I'm referring to the members on Trane</p> <p>17 U.S. Inc. or Trane Technologies Company that was</p> <p>18 noted in the notice given to me for the 30(b)(6)</p> <p>19 testimony today.</p> <p>20 Q. And do you know who the members of Trane</p> <p>21 Technologies Company LLC's board are?</p> <p>22 A. Yes, I do.</p> <p>23 Q. And who are they?</p> <p>24 A. I believe this is a document that was</p> <p>25 also provided yesterday of a listing of the</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 officers. I'm happy to read that if that's</p> <p>3 helpful. There's probably 15 to 20 names.</p> <p>4 Q. I see. Okay. Given the timing, let's</p> <p>5 come back to it. I didn't realize it was in a</p> <p>6 document that was only produced yesterday.</p> <p>7 Is that same story true with respect to</p> <p>8 Trane U.S. Inc.'s board? Is it on that list as</p> <p>9 well?</p> <p>10 A. There's two lists and there's probably</p> <p>11 20-plus people on that list for Trane U.S. Inc.</p> <p>12 Q. Okay.</p> <p>13 MR. HAMILTON: Carrie, this is Bob</p> <p>14 Hamilton. It seems to me that it might be</p> <p>15 more efficient for all of us if -- maybe we</p> <p>16 can take a -- we've been going, you know, 45</p> <p>17 minutes. Maybe we can take a five to</p> <p>18 ten-minute break now and somebody could</p> <p>19 e-mail to you the documents that Mr. Kuehn</p> <p>20 has in front of him. That way we could just</p> <p>21 knock this all off once instead of having to</p> <p>22 come back to it and cover some of the same</p> <p>23 ground.</p> <p>24 I just think it will be more efficient</p> <p>25 if we just take a break now and get you the</p>
Page 44	Page 45
<p>1 C. KUEHN 30(b)(6)</p> <p>2 documents that Chris has in front of him. I</p> <p>3 just think that will save us a lot of time in</p> <p>4 the end.</p> <p>5 MS. HARDMAN: I think that makes sense</p> <p>6 if you're okay with that, Mr. Kuehn. I would</p> <p>7 ask that we go off the record now.</p> <p>8 MR. HAMILTON: Yeah.</p> <p>9 THE VIDEOGRAPHER: We are pausing</p> <p>10 recording in the first media. Going off the</p> <p>11 record at 10:17 a.m.</p> <p>12 (Discussion off the record)</p> <p>13 (Recess, 10:17 to 10:49 a.m.)</p> <p>14 THE VIDEOGRAPHER: One moment, please.</p> <p>15 We are back on record at 10:49 a.m.</p> <p>16 We're still in the first media.</p> <p>17 BY MS. HARDMAN:</p> <p>18 Q. Good morning again, Mr. Kuehn.</p> <p>19 I think we're going to pull up the</p> <p>20 document that is labeled TRANE_00036539.</p> <p>21 MR. TSCHIRGI: I apologize, I'm having</p> <p>22 issues. Give me one second.</p> <p>23 MS. HARDMAN: No problem. I have it</p> <p>24 as -- that's what it's labeled on the version</p> <p>25 I have that I printed out, but maybe it's a</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 different document.</p> <p>3 MR. TSCHIRGI: Sorry, Carrie, is that</p> <p>4 36538, the org chart?</p> <p>5 MS. HARDMAN: There are two. We can</p> <p>6 start with that one, but there's another,</p> <p>7 which is 539. I don't really care which one</p> <p>8 we start with.</p> <p>9 MS. MASCITTI: 538 is the first page of</p> <p>10 that particular document.</p> <p>11 MS. HARDMAN: Okay. That explains it.</p> <p>12 MR. TSCHIRGI: That will be in Exhibit</p> <p>13 216.</p> <p>14 (Deposition Exhibit 216 marked for</p> <p>15 identification)</p> <p>16 THE WITNESS: Okay, I have it open.</p> <p>17 BY MS. HARDMAN:</p> <p>18 Q. Great. Mr. Kuehn, are you familiar with</p> <p>19 this document?</p> <p>20 A. Yes.</p> <p>21 Q. And what do you understand this document</p> <p>22 and its two pages to be?</p> <p>23 A. It is the legal entity organizational</p> <p>24 chart, specifically around the details of Trane</p> <p>25 U.S. Inc. and Trane Technologies Company LLC.</p>

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<p>1 C. KUEHN 30(b)(6)</p> <p>2 Q. Is there a central location for the</p> <p>3 primary location -- excuse me, is there a central</p> <p>4 location for assets of the Trane enterprise within</p> <p>5 the legal structure?</p> <p>6 MS. MASCITTI: Objection, form.</p> <p>7 THE WITNESS: My view would be Trane</p> <p>8 U.S. Inc. would probably have the largest</p> <p>9 assets at an operating and holding company</p> <p>10 level. Of course, that's owned by multiple</p> <p>11 entities up in the chain as well. But the</p> <p>12 largest across the company would likely be</p> <p>13 Trane U.S. Inc.</p> <p>14 BY MS. HARDMAN:</p> <p>15 Q. And you mentioned that the public debt</p> <p>16 sits at the two entities at the top of this chart,</p> <p>17 Trane Technologies Global Holding Company Limited</p> <p>18 as well as Trane Technologies HoldCo Inc. Are</p> <p>19 there other liabilities held at any of these</p> <p>20 entities on this chart?</p> <p>21 MS. MASCITTI: Objection, form and</p> <p>22 outside the scope to the extent that you're</p> <p>23 asking with respect to companies that are not</p> <p>24 direct or indirect subs of the non-debtor</p> <p>25 affiliates.</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 THE WITNESS: Yes, these entities would</p> <p>3 have liabilities, operating liabilities, such</p> <p>4 as, say, accounts payable for procurement of</p> <p>5 inventory. For payroll, they could have</p> <p>6 liabilities there.</p> <p>7 BY MS. HARDMAN:</p> <p>8 Q. So can you describe generally what kind</p> <p>9 of accounts payable might exist at each of these</p> <p>10 entities below Trane Technologies Company LLC?</p> <p>11 A. Yeah, as it relates to an operating</p> <p>12 company, if they're procuring inventory, they</p> <p>13 would have payments owed to vendors that are</p> <p>14 subject to terms, could be 60 day, 90 day terms,</p> <p>15 so there would be payables on the books for that.</p> <p>16 To the extent they've got employees, they would</p> <p>17 have payroll that would be owed at any period of</p> <p>18 time. So there could be a liability on the books</p> <p>19 related to payroll.</p> <p>20 There could be other accrued</p> <p>21 liabilities, whether it be legal fees, rent, you</p> <p>22 know, utilities and such. There's just operating</p> <p>23 liabilities of those businesses, is what they</p> <p>24 would hold, primarily.</p> <p>25 Q. And with respect to the entities on this</p>
Page 60	Page 61
<p>1 C. KUEHN 30(b)(6)</p> <p>2 chart, are those entities currently paying those</p> <p>3 obligations that you just described as they come</p> <p>4 due?</p> <p>5 A. Yes, they are.</p> <p>6 Q. Has there been a point in the last five</p> <p>7 years that any of these entities were not paying</p> <p>8 those obligations as they came due?</p> <p>9 MS. MASCITTI: Objection, form.</p> <p>10 THE WITNESS: The only reason why we</p> <p>11 wouldn't pay an entity is if there was a</p> <p>12 dispute, pricing dispute, a quantity dispute</p> <p>13 that had to be resolved. Generally they get</p> <p>14 resolved timely. But outside of that, I'm</p> <p>15 not aware of any payments that haven't been</p> <p>16 made timely to vendors or suppliers.</p> <p>17 BY MS. HARDMAN:</p> <p>18 Q. Okay. And you mentioned employees. Are</p> <p>19 the employees of each of these entities employed</p> <p>20 by the individual entity or are they employed by</p> <p>21 another legal entity?</p> <p>22 A. My knowledge is it's maybe a mix.</p> <p>23 There's employees at a legal entity level. There</p> <p>24 could be employees at a different level. I would</p> <p>25 need to speak with the, you know, human resources</p>	<p>1 C. KUEHN 30(b)(6)</p> <p>2 team about employment contracts around that. But</p> <p>3 generally if it's an operating company there would</p> <p>4 be employees associated with it.</p> <p>5 Q. And with respect to the officers of each</p> <p>6 of these entities, are they employed by the</p> <p>7 individual entity or are they employed by another</p> <p>8 centralized entity within the Trane enterprise?</p> <p>9 A. I don't know the answer to that question</p> <p>10 on exact employment, whether it's at a subsidiary</p> <p>11 legal entity level or at a higher legal entity</p> <p>12 level. It's generally done by the country in</p> <p>13 which you operate in. So -- but I couldn't</p> <p>14 answer. I would need to get the human resources</p> <p>15 team involved on that answer.</p> <p>16 Q. Okay.</p> <p>17 A. Or that question.</p> <p>18 Q. Let's come back to this chart. In the</p> <p>19 meantime I actually want to pull up one of the</p> <p>20 documents you all provided to us last night or</p> <p>21 this morning. I just need to figure out which one</p> <p>22 it is. Give me one moment.</p> <p>23 It is document TRANE_00036536.</p> <p>24 Mr. Kuehn, without giving it away, it</p> <p>25 will say at the very top Trane Technologies</p>

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1 C. KUEHN 30(b)(6)
2 topic is this part of?
3 MS. HARDMAN: Are you objecting to
4 scope?
5 MS. MASCITTI: Yes, I am. I'm asking
6 what topic this is part of.
7 MS. HARDMAN: Your objection is noted.
8 MS. MASCITTI: Okay, could you please
9 identify what topic you're on.
10 MS. HARDMAN: We are on the operations,
11 activities, assets, liabilities of the
12 entities we're discussing today.
13 MS. MASCITTI: No, the topic is of the
14 non-debtor affiliates and their indirect and
15 direct selves. It's not the PLC. You
16 continue to ask questions about other
17 entities and I've let some of it go but you
18 really need to focus on the topics that are
19 the subject of the deposition.
20 MS. HARDMAN: Are you instructing him
21 not to answer.
22 MS. MASCITTI: I'm instructing him to
23 answer the questions that are the subject of
24 the deposition. And you continue to ask
25 questions that are not. So I would ask that

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1 C. KUEHN 30(b)(6)
2 you please try to focus on the topics that
3 have been designated.
4 THE WITNESS: The only other addition I
5 would make here is on Mr. Glenn Edwards, he
6 is a vice president of intellectual property
7 in the legal team. Otherwise my
8 understanding is that these are the titles
9 and roles that these individuals would have
10 in the company.
11 BY MS. HARDMAN:
12 Q. And the company, you're referring to
13 Trane Technologies PLC?
14 A. That's correct.
15 Q. Let's go back to Exhibit 216, which is
16 the organizational charts. We'll go to that
17 second page, if you could. That's page ending
18 TRANE_00036539.
19 A. Okay, I have that.
20 Q. Great. What do you understand this page
21 to reflect?
22 A. This page is a continuation from the
23 previous page. And it reflects the entities that
24 reside under Trane Inc., which is noted at the
25 very top of the page.

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1 C. KUEHN 30(b)(6)
2 Q. And so this is a continuation. Right
3 above Trane Inc. on the prior page was Trane
4 Technologies Company LLC; is that correct?
5 A. Yes, that's correct.
6 Q. Okay. With respect to this page -- and
7 I appreciate your patience -- would you mind going
8 through the entities listed here to describe which
9 ones you would consider holding companies, which
10 ones you considered operating companies, if there
11 are any, as you said immaterial operating
12 companies, that would be helpful to describe their
13 operations or nonoperations, as it were.

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20 (Pages 74 to 77)

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BY MS. HARDMAN:

Q. Okay. Since the corporate restructuring in May of 2020, has Trane Technologies Company LLC undergone any other restructuring activities?

MS. MASCITTI: I'm sorry, Ms. Hardman, what topic are you on?

MS. HARDMAN: Operations, activities, assets and liabilities. The restructuring would have been -- would have affected all of those things.

MS. MASCITTI: I'm sorry, which topic?

MS. HARDMAN: I have it as current operations, activities, assets and liabilities of either of these entities.

MS. MASCITTI: Current. Okay.

THE WITNESS: Ms. Hardman, can you just define restructuring and what you mean by that?

BY MS. HARDMAN:

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C. KUEHN 30(b)(6)

Q. Sure. Any other modifications of the assets and liabilities of Trane Technologies Company LLC, either acquisitions -- let's start there -- any acquisitions since the May 2020 corporate restructuring or Trane Technologies LLC.

MS. MASCITTI: Objection, form and scope.

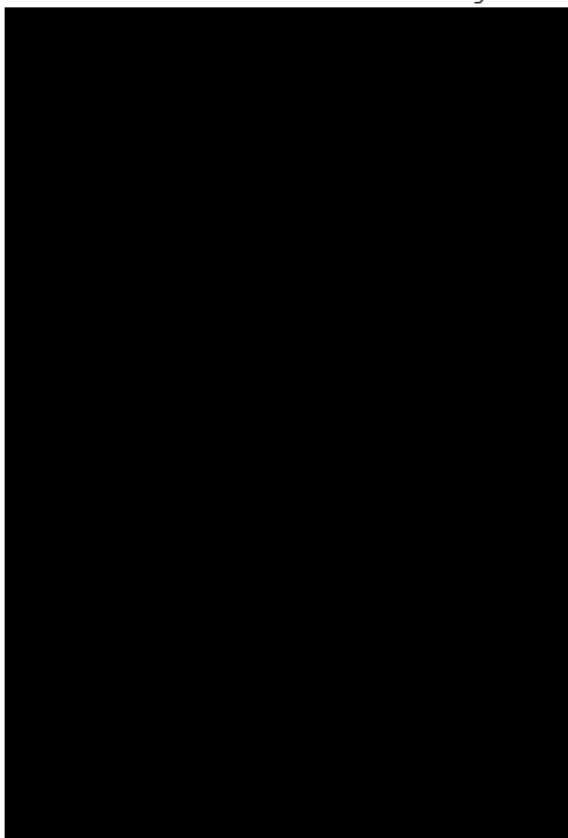
THE WITNESS: The company has closed on three acquisitions since the corporate restructuring, all of them channel acquisitions, two in the United States and one in Australia and New Zealand. I'm not entirely sure where they fit in the corporate hierarchy. I would presume the two U.S. acquisitions are under Trane U.S. Inc. because they're related to the commercial HVAC business. But the Australia and New Zealand operations that were acquired, I don't know exactly where they fit under the corporate structure.

BY MS. HARDMAN:

Q. With respect to the two U.S. acquisitions, are you able to describe them at a very high level?

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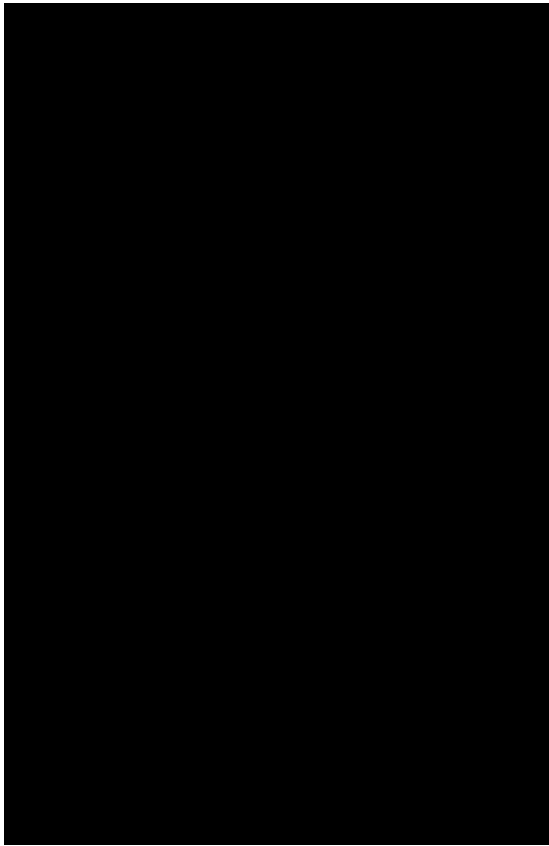


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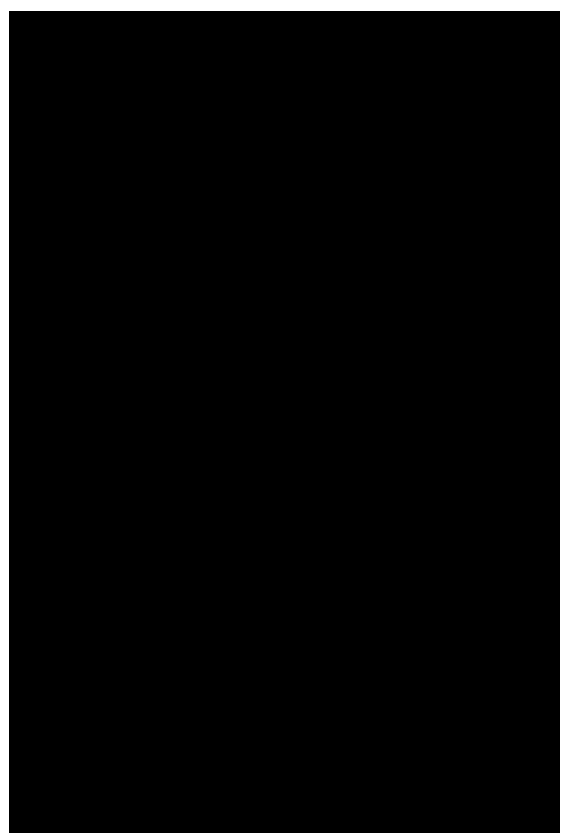
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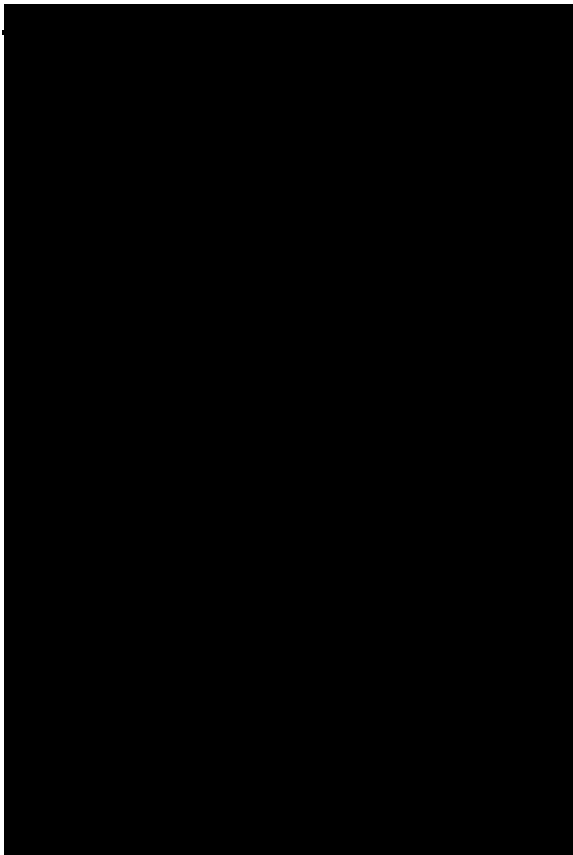
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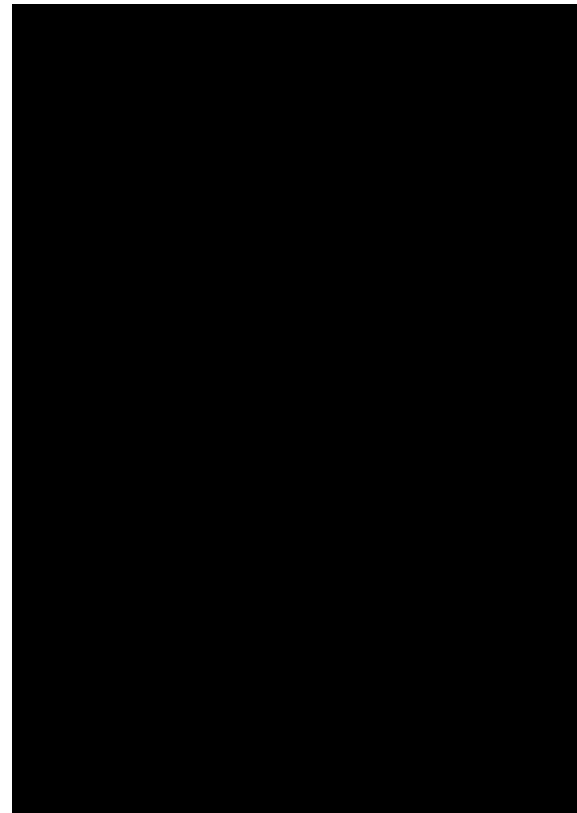
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27 (Pages 102 to 105)

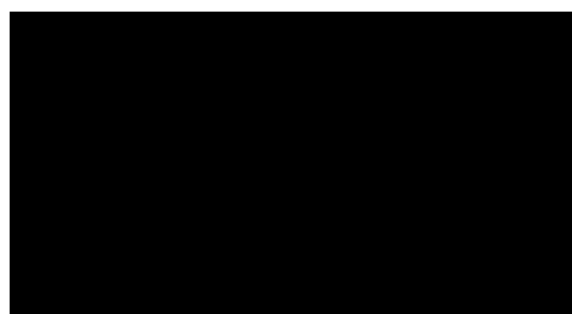
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So you mentioned that Trane U.S. Inc. does not issue its own individual budgets or forecasts, correct?

A. That's correct.

Q. Does Trane Technologies Company LLC issue any budgets or forecasts for the roll-up of all the businesses you just mentioned?

A. No, it does not.

Q. If neither of those entities do, is there information provided by Trane Technologies Company LLC to facilitate the creation of a forecast or budget?

A. I don't believe so. The ability to create a budget or forecast would be within those six SBUs and their employees, so I don't think

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C. KUEHN 30(b)(6)
there's anything that comes from Trane Technologies HoldCo Inc. -- I'm sorry, Trane Technologies Company LLC to prepare those forecasts or budgets at the SBU level.

Q. So the budgets and forecasts come at the SBU level; is that correct?

A. Yes, that's correct.

Q. Okay. Who is responsible for preparing those budgets and forecasts at each SBU level?

A. The responsibility primarily falls to a vice president of finance. One of each -- one is assigned to each SBU. And then of course the president of those businesses would be approving that budget and forecast at the SBU level.

Q. Okay. Are budget-to-actual analyses typically prepared by those SBUs?

A. Yes, they do.

Q. Given that these budgets, forecasts and budget-to-actual analyses are prepared by the SBUs, what's the best way to reconcile that information between the specific legal entities?

MS. MASCITTI: Objection, form.

THE WITNESS: We don't reconcile the information to the legal entities except for

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C. KUEHN 30(b)(6)

Trane U.S. Inc., which each year a balance sheet is prepared for that entity to support contractor licenses in the U.S. in the various states. But we don't reconcile financial information back to, you know, a legal entity in general.

BY MS. HARDMAN:

Q. Does Trane U.S. Inc. issue dividends?

A. It does not issue dividends. Let me ask a question. To whom are you asking would receive the dividends? Outside the company or inside the company? I'm sorry.

Q. Presumably the holders of the stock of Trane U.S. Inc. So in this instance it appears that it is wholly owned by TUI Holdings Inc. and then up the chain.

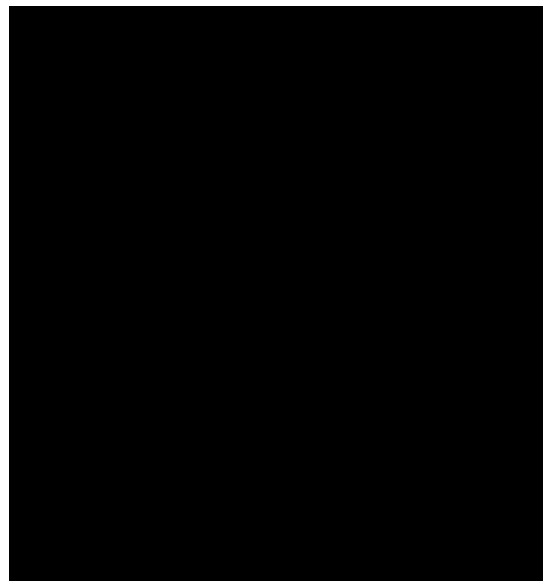
A. There are distributions that have happened out of Trane U.S. Inc. that I believe for tax purposes have been categorized or characterized as dividends. And that is made intercompany up into the hierarchy, and that is done to settle intercompany balances between Trane U.S. Inc. and its parent or parents.

Q. When you speak generally about these

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1 C. KUEHN 30(b)(6)
2 intercompany balances between Trane U.S. Inc. and
3 the parent or parents, are there agreements among
4 those entities that would require amounts to be
5 distributed up the chain to those parent or
6 parents?

7 MS. MASCITTI: Objection, form.



Page 135

21 BY MS. HARDMAN:

22 Q. Yes, that's helpful.

23 In terms of this cash management system,
24 it sounds like this reconciliation would include
25 payment of dividends from Trane U.S. to

Page 136

1 C. KUEHN 30(b)(6)
2 essentially pay back -- would those be
3 intercompany loans from the parent or parents that
4 you're describing?

5 MS. MASCITTI: Objection, form.

6 THE WITNESS: They would be intercompany
7 loan arrangements between -- you know, the
8 owners of the cash is the sender. Right?
9 They sent it up. And then the parent would
10 have an intercompany payable. That would be
11 the loan agreement between the two parties,
12 that's right.

13 BY MS. HARDMAN:

14 Q. And what are the circumstances at a
15 really high level that Trane U.S. Inc. would need
16 to borrow funds from a parent or parents?

17 MS. MASCITTI: Objection, form.

18 THE WITNESS: I would think about it the
19 other way. Trane U.S. Inc. has a lot of
20 money and so it's loaning the money up. I'm
21 not aware of instances where it would need to
22 borrow money given the cash it generates.
23 But those intercompany balances are just
24 subject to loan arrangements as if they were
25 standalone, you know, arm's length

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1 C. KUEHN 30(b)(6)
2 transactions throughout the year.

3 BY MS. HARDMAN:

4 Q. Does -- you mentioned in quarter four
5 that the balances are usually reconciled. Does
6 that mean that the parent or parents who receive
7 the loan from Trane U.S. Inc. would receive a
8 return from their loan or a payment back?

9 A. Generally there's a return earned on the
10 loan throughout the life it's outstanding. It's
11 like LIBOR plus a margin would normally be applied
12 to the loan. But when those intercompany balances
13 are eliminated through this distribution, it's my
14 understanding it's just earnings that are being
15 distributed up into the parent, and it's allowing
16 for the elimination of that intercompany
17 arrangement.

18 So really just formally, instead of a
19 temporary loan structure, formally distributing up
20 earnings into the next-up parent level.

21 BY MS. HARDMAN:

22 Q. I see. So there's a loan that occurs
23 but ultimately these distributions go to
24 circularly pay back the loan, but it ultimately
25 remains at the parent; is that correct?

EXHIBIT G

Message

From: Turtz, Evan [Evan_Turtz@irco.com]
Sent: 2/14/2020 4:32:54 PM
To: rzafari@hotmail.com
Subject: COURT PLEADINGS OF BESTWALL
Attachments: Bestwall Information Brief.pdf

Interesting read.

Best regards, Evan

Evan M. Turtz
Senior Vice President and General Counsel
Ingersoll-Rand
800-E Beaty Street
Davidson, NC 28036
704-655-4936 (Office)
704-495-0698 (Cell)
866-817-3870 (Fax)

Exhibit
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EXHIBIT M

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)

**SECOND MOTION OF THE DEBTORS FOR ENTRY
OF AN ORDER EXTENDING THE PERIOD WITHIN WHICH THE
DEBTORS MAY REMOVE ACTIONS PURSUANT TO 28 U.S.C. § 1452 AND
RULE 9027 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order, pursuant to Rule 9006(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), extending the period within which the Debtors may remove actions pursuant to 28 U.S.C. § 1452 and Bankruptcy Rule 9027 (the "Removal Period") through and including September 15, 2021. In support of this Motion, the Debtors respectfully state as follows:

Background

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

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

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.

Bankruptcy Code.

3. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] (the "Pittard Declaration") and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Declaration" and, together with the Pittard Declaration, the "First Day Declarations"), which were filed on the Petition Date. The Debtors also filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 5] (the "Informational Brief") to provide additional information about their asbestos litigation, related costs, and plans to address these matters in these Chapter 11 Cases.

4. On July 7, 2020, the Court entered an order [Dkt. 147] appointing an official committee of asbestos personal injury claimants (the "Current Asbestos Claimants' Committee") in these Chapter 11 Cases. On October 14, 2020, the Court entered an order [Dkt. 389] appointing Joseph W. Grier, III as legal representative for future asbestos claimants in these Chapter 11 Cases (the "FCR").

The First Extension Motion and Order

5. On September 14, 2020, the Debtors filed the *Motion of the Debtors for Entry of an Order Extending the Period Within Which the Debtors May Remove Actions Pursuant to 28 U.S.C. § 1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure* [Dkt. 333] (the "First Extension Motion"). On October 29, 2020, the Court entered an order [Dkt. 405] (the "First Extension Order") approving the First Extension Motion and extending the period within which the Debtors may remove actions pursuant to 28 U.S.C. § 1452 and

Bankruptcy Rule 9027 through and including March 15, 2021, to the extent the time period for filing any notices of removal otherwise would expire on or before such date.²

6. The First Extension Order was entered without prejudice to (a) any position the Debtors may take regarding whether section 362 of the Bankruptcy Code applies to stay any given civil action pending against the Debtors and (b) the Debtors' right to seek from this Court further extensions of the period within which the Debtors may file notices of removal under Bankruptcy Rule 9027(a) (any such request, an "Extension Request"). Further, in the event of an Extension Request, the First Extension Order authorizes the Debtors to utilize the no protest motion process set forth in Rule 9013-1(e) of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "Local Rules").

Jurisdiction

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

Relief Requested

8. By this Motion, the Debtors seek the entry of an order pursuant to Bankruptcy Rule 9006(b) further extending the Removal Period by approximately six months, through and including September 15, 2021, to the extent that the time period for filing any notices of removal expires on or before such date.

9. As with the extension in the First Extension Order, the relief requested is without prejudice to (a) any position the Debtors may take regarding whether section 362 of the

² Pursuant to paragraph 24 of the *Notice, Case Management, and Administrative Procedures* in these cases, because this Motion has been filed before the expiration of the Removal Period on March 15, 2021, such period automatically is extended until the Court acts on this Motion. *See Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123] (the "Case Management Order"), Annex A, ¶ 24.

Bankruptcy Code applies to stay any given civil action pending against the Debtors and (b) the Debtors' right to seek from this Court further extensions of the Removal Period.

Basis for Relief Requested

10. Section 1452 of title 28 of the United States Code provides for the removal of pending claims in civil actions related to bankruptcy cases. Section 1452 provides in pertinent part as follows:

A party may remove any claim or cause of action in a civil action other than a proceeding before the United States Tax Court or a civil action by a governmental unit to enforce such governmental unit's police or regulatory power, to the district court for the district where such civil action is pending, if such district court has jurisdiction of such claim or cause of action under section 1334 of this title.

28 U.S.C. § 1452(a).

11. Bankruptcy Rule 9027 establishes the deadline for filing notices of removal of claims or causes of action. Bankruptcy Rule 9027(a)(2) provides in pertinent part as follows:

If the claim or cause of action in a civil action is pending when a case under the [Bankruptcy] Code is commenced, a notice of removal may be filed [in the bankruptcy court] only within the longest of (A) 90 days after the order for relief in the case under the [Bankruptcy] Code, (B) 30 days after entry of an order terminating a stay, if the claim or cause of action in a civil action has been stayed under § 362 of the [Bankruptcy] Code, or (C) 30 days after a trustee qualifies in a chapter 11 reorganization case but not later than 180 days after the order for relief.

Fed. R. Bankr. P. 9027(a)(2).

12. With respect to postpetition actions, Bankruptcy Rule 9027(a)(3) provides that a notice of removal may be filed:

only within the shorter of (A) 30 days after receipt, through service or otherwise, of a copy of the initial pleading setting forth the claim or cause of action sought to be removed or (B) 30 days after

receipt of the summons if the initial pleading has been filed with the court but not served with the summons.

Fed. R. Bankr. P. 9027(a)(3).

13. Finally, Bankruptcy Rule 9006(b)(1) provides that the Court can extend the period within which the Debtors may remove actions provided for by Bankruptcy Rule 9027, without notice, upon a showing of cause:

Except as provided in paragraphs (2) and (3) of this subdivision, when an act is required or allowed to be done at or within a specified period by these rules or by a notice given thereunder or by order of court, the court for cause shown may at any time in its discretion (1) with or without motion or notice order the period enlarged if the request therefor is made before the expiration of the period originally prescribed or as extended by a previous order. . . .

Fed. R. Bankr. P. 9006(b)(1).

14. It is well-settled that this Court is authorized by Bankruptcy Rule 9006 to extend the Removal Period provided under Bankruptcy Rule 9027. See, e.g., Pacor, Inc. v. Higgins, 743 F.2d 984, 996 n.17 (3d Cir. 1984) (stating that "it is clear that the court may grant such an extension" of the time limit for removal under the Bankruptcy Rules), overruled in part on other grounds by Things Remembered, Inc. v. Petrarca, 516 U.S. 124 (1995); Caperton v. A.T. Massey Coal Co., Inc., 251 B.R. 322, 325 (S.D. W.Va. 2000) (explaining that Bankruptcy Rule 9006(b) allows a court to enlarge the time period for removing actions under Bankruptcy Rule 9027(a)(3)); Jandous Elec. Constr. Corp. v. City of New York (In re Jandous Elec. Constr. Corp.), 106 B.R. 48, 50 (Bankr. S.D.N.Y. 1989) (indicating that the removal period may be extended under Bankruptcy Rule 9006); In re World Fin. Servs. Ctr., Inc., 81 B.R. 33, 39 (Bankr. S.D. Cal. 1987) (stating that the court may enlarge the time period for filing removal notices under Bankruptcy Rule 9027(a)(3)).

15. The Debtors submit that "cause" exists to extend the Removal Period within the meaning of Bankruptcy Rule 9006. To date, the Debtors have not had an adequate opportunity to determine whether to remove any actions brought prepetition that may be subject to removal. As of the Petition Date, among other things, the Debtors were defendants in roughly 100,000 pending actions throughout the United States (the "Actions"). Given (a) the sheer number of Actions and (b) the other critical matters that have demanded the Debtors' attention during these Chapter 11 Cases to date, and that continue to have high priority, the Debtors require additional time to evaluate whether the removal of any Actions under 28 U.S.C. § 1452 is appropriate and desirable. Absent an extension of the Removal Period, the Debtors risk waiving their removal rights before they have had an opportunity to complete an evaluation of these issues.³ The requested relief will protect the Debtors' right to remove lawsuits under 28 U.S.C. § 1452 if the circumstances warrant.

16. This Court has granted similar relief in bankruptcy cases involving a large number of asbestos claims. See, e.g., In re DBMP LLC, No. 20-30080 (JCW) (Bankr. W.D.N.C. Nov. 12, 2020) [Dkt. 569] (granting a second extension of the removal deadline through a date more than a year after the petition date); In re Bestwall LLC, No. 17-31795 (LTB) (Bankr. W.D.N.C. Nov. 20, 2020) [Dkt. 1464] (granting an eighth extension of the removal deadline through a date nearly three and a half years after the petition date); In re Kaiser Gypsum Co., No. 16-31602 (JCW) (Bankr. W.D.N.C. Dec. 9, 2020) [Dkt. 2571] (granting a sixteenth

³ As quoted above, the actual deadline for the Debtors under Bankruptcy Rule 9027(a) and the First Extension Order with respect to removal of a prepetition action is the **longer** of (a) March 15, 2021 or (b) 30 days after entry of an order terminating the automatic stay as to an action. Because the Actions currently are stayed by section 362 of the Bankruptcy Code, the Debtors believe that they would have until 30 days after the entry of any order terminating the automatic stay as to a particular Action to remove such action under 28 U.S.C. § 1452 and Bankruptcy Rule 9027(a)(2), which deadline could extend well beyond March 15, 2021. Nevertheless, the Debtors seek the extension herein out of an abundance of caution to ensure that the removal period does not lapse.

extension of the removal deadline through a date nearly four and a half years after the petition date); In re Garlock Sealing Techs., No. 10-31607 (Bankr. W.D.N.C. Sept. 15, 2016) [Dkt. 5495] (granting a thirteenth extension of the removal deadline through a date more than seven years after the petition date).

17. The Debtors have notified counsel to the Current Asbestos Claimants' Committee and counsel to the FCR of the proposed extension of the Removal Period requested herein. The Debtors have been informed that the Current Asbestos Claimants' Committee and the FCR do not oppose the extension of the Removal Period requested herein..

18. For the foregoing reasons, the Debtors have demonstrated cause for the relief requested herein.

Notice

19. Consistent with the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123] (the "Case Management Order"), notice of this 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 Current Asbestos Claimants' Committee; (c) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (d) counsel to the FCR; and (e) the other parties on the Service List established by the Case Management Order. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

20. No prior request for the relief sought herein has been made to this Court or any other court.

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

Dated: March 12, 2021
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

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ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**SECOND ORDER EXTENDING THE PERIOD WITHIN WHICH THE
DEBTORS MAY REMOVE ACTIONS PURSUANT TO 28 U.S.C. § 1452 AND
RULE 9027 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

This matter coming before the Court on the *Second Motion of the Debtors for Entry of an Order Extending the Period Within Which the Debtors May Remove Actions Pursuant to 28 U.S.C. §1452 and Rule 9027 of the Federal Rules of Bankruptcy Procedure* (the "Motion"),² filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2),

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

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

(d) notice of the Motion and the opportunity for a hearing was sufficient under the circumstances and (e) cause exists under Bankruptcy Rule 9006(b)(1) to grant an extension of the removal periods established under Bankruptcy Rule 9027(a); and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The time period provided under Bankruptcy Rule 9027(a) within which the Debtors may file notices of removal of any and all civil actions is extended to and including September 15, 2021 to the extent that the time period for filing any such notices of removal otherwise would expire before such date.

2. This Order shall be without prejudice to (a) any position the Debtors may take regarding whether section 362 of the Bankruptcy Code applies to stay any given civil action pending against the Debtors and (b) the Debtors' right to seek from this Court further extensions of the period within which the Debtors may file notices of removal under Bankruptcy Rule 9027(a) (any such request, an "Extension Request").

3. If the Debtors make one or more further Extension Requests in these cases, the Debtors are authorized to utilize the no protest motion process set forth in Local Rule 9013-1(e).

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

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

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

United States Bankruptcy Court