

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

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In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	

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**MOTION OF THE DEBTORS  
FOR ESTIMATION OF PREPETITION ASBESTOS CLAIMS**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors"), move this Court for entry of an order in the form appended hereto as Exhibit A (the "Estimation Order"), pursuant to section 502(c) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing an estimation proceeding to determine that the Debtors' aggregate liability for Prepetition Asbestos Claims (as defined herein) is no more than \$125 million, the amount provided for such claims under the terms of the Settlement (as defined and further described herein).

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<sup>1</sup> 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.



**The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases**<sup>2</sup>

1. A comprehensive description of the Debtors, their history, their assets and liabilities, and the events leading to the commencement of these Chapter 11 Cases can be found in the *Declaration of Ray Pittard in Support of First Day Pleadings* [Dkt. 27] and the *Declaration of Allan Tananbaum in Support of Debtors' Complaint for Injunctive and Declaratory Relief, Related Motions, and the Chapter 11 Cases* [Dkt. 29] (the "Tananbaum Decl."), which declarations were filed on the petition date. 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.

2. As explained in those first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing components manufactured and designed by third parties. *Id.* Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (*i.e.*, gaskets and some packing) incorporated into Aldrich pumps and compressors. *Id.* at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. *Id.* at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. *Id.* at 11.

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<sup>2</sup> When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

3. Asbestos-related claims brought against Murray typically related to climate control, or HVAC equipment, and some boiler equipment. *Id.* at 3, 11-12. As with Aldrich, these claims largely concerned gaskets incorporated into Murray equipment. *Id.* In addition, a limited number of claims were asserted against Murray on account of boilers manufactured in the 1950s and earlier, which were jacketed externally with asbestos-containing products. *Id.* at 3, 12. Murray also largely eliminated asbestos-containing components from Murray equipment by the mid-1980s. *Id.*

4. The Debtors were served with their first asbestos complaints in the 1980s. *Id.* at 17. Until the early 2000s, the Debtors were not material asbestos defendants. *Id.* Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. *Id.* at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. *Id.* at 4, 17-18. As these primary targets for asbestos plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. *Id.* at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. *Id.* at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. *Id.* at 20.

5. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. *Id.* at 5, 19. In 2019, Aldrich was pursued in roughly 80% and

Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. *Id.* at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. *Id.* at 5-7, 19, 32. As of the petition date, there were in excess of 80,000<sup>3</sup> asbestos-related claims recorded by the Debtors as pending against them.

6. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,<sup>4</sup> and litigation practices by plaintiffs' attorneys that had evolved as a result of the absence of those defendants. These litigation practices included, among other things, the naming of the Debtors as defendants without a sufficient basis to do so and the failure of plaintiffs' counsel to divulge their clients' exposure to asbestos products of other companies. *Id.* at 5-7, 20. The Debtors provide examples in the Informational Brief of cases where discovery in *Garlock* revealed that the Debtors have been subject to such practices. *See id.* at 20-29; *In re Garlock Sealing Techs., LLC*, 504 B.R. 71, 96 (Bankr. W.D.N.C. 2014).

7. Notwithstanding the new avalanche of asbestos litigation the Debtors

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<sup>3</sup> On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. *See* Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date.

<sup>4</sup> Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. *Id.* at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. *Id.* This would be true for the vast bulk of the asbestos claims made against the Debtors. *Id.*

faced after the "big dusties" exited the tort system, the Debtors were successful in obtaining a dismissal without payment in about two-thirds of the mesothelioma cases filed against them. Informational Br. at 5, 7, 21, 30. Given that defending a single mesothelioma suit through trial and appeal can cost \$1 million or more, however, the most cost-effective approach for the Debtors was to settle, regardless of underlying merit, cases that could not be quickly dismissed. *Id.* at 5, 31. On average, plaintiffs asserting mesothelioma claims were willing to accept settlement payments in the mid-five figures, and the Debtors resolved roughly 99% of all mesothelioma claims for less than \$250,000—a fraction of the likely cost to take a case through trial. *Id.* at 7, 31. This repeated acceptance of five-figure settlements was further indication that the Debtors' products were not the likely cause of mesothelioma where liability can result in a multi-million dollar verdict. *Id.*

8. Nevertheless, prior to the filing of these chapter 11 cases, the Debtors were still paying nearly \$100 million annually to defend and resolve asbestos claims. *Id.* at 7, 31-32. The Debtors commenced these chapter 11 cases to effectuate a more rational resolution of their asbestos liabilities than was possible in the tort system. Their goal is to negotiate and confirm a plan of reorganization that will establish a trust under section 524(g) of the Bankruptcy Code to resolve and fully pay valid current and future asbestos-related claims.

#### **Relevant Events to Date in These Chapter 11 Cases**

9. The Debtors have made substantial progress towards that goal. Since the appointment of the Future Claimants' Representative (the "FCR") in October 2020, the Debtors and the FCR endeavored to work cooperatively to move these cases toward a resolution.<sup>5</sup> To

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<sup>5</sup> The Official Committee of Asbestos Claimants (the "ACC") was invited by both the Debtors and the FCR to participate in these efforts, but declined.

obtain information regarding asbestos claims filed against the Debtors, on December 14, 2020 the Debtors and the FCR filed a joint motion to (a) establish a bar date for mesothelioma and lung cancer claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471] (the "Joint Bar Date / PIQ Motion"). A hearing on the Joint Bar Date / PIQ Motion took place on January 28, 2021. The Court ultimately continued that hearing until after the Court had ruled on the Debtors' request for a preliminary injunction and declaratory relief enjoining asbestos claimants from pursuing those claims outside of these cases. As part of the scheduling conference set to take place in these cases on September 30, 2021, the Debtors anticipate requesting that the Court set the Joint Bar Date / PIQ Motion for final hearing on October 28, 2021.

10. Notwithstanding the deferment of the Joint Bar Date / PIQ Motion, the Debtors and the FCR continued discussions after the January 28, 2021 hearing.<sup>6</sup> Over the span of nearly seven months, the Debtors, the FCR, and their respective professionals engaged in negotiations with the goal of arriving at appropriate terms for a section 524(g) trust. These efforts culminated in an agreed settlement (the "Settlement") on a plan, with a section 524(g) trust funded in the amount of \$545 million (the "Settlement Amount").<sup>7</sup>

11. To implement the Settlement, contemporaneously herewith, the Debtors

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<sup>6</sup> Once again, the Debtors and the FCR invited the ACC to participate in these discussions, and, once again, the ACC declined.

<sup>7</sup> The Settlement Amount exceeds the ultimate settlement of \$480 million reached in *Garlock* and is comparable to the recent settlement reached in *In re Paddock Enters., LLC*, No. 20-10028 (Bankr. D. Del.) for funding of a section 524(g) trust in the amount of \$610 million in a case in which the debtor seeks to address its "big dusty" tort liability arising from the manufacture and sale of highly friable asbestos insulation products over many decades. See *In re Garlock Sealing Techs, LLC*, No. 10-31607 [Dkt. 5444] (Bankr. W.D.N.C. July 29, 2016); *In re Paddock Enterprises, LLC*, No. 20-10028, *Certification of Counsel Regarding Successful Mediation* [Dkt. 802] (Bankr. D. Del. Apr. 26, 2021).

filed the *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* (the "Plan").<sup>8</sup> The Plan provides for two classes of asbestos claims—"Current Asbestos Claims" (Class 4)<sup>9</sup> and "Future Asbestos Claims" (Class 5)<sup>10</sup>—to be channeled to and administered by a trust established pursuant to section 524(g) of the Bankruptcy Code (the "Asbestos Trust").<sup>11</sup> The Asbestos Trust will be funded with the Settlement Amount.

12. The Settlement further contemplates that, of the Settlement Amount, no less than \$125 million will be available to pay Current Asbestos Claims that manifested disease prior to the petition date (the "Prepetition Asbestos Claims"). This amount is five times Judge Hodges' estimate of Garlock's liability for prepetition mesothelioma claims, which involved products and a tort system experience similar to those at issue in these cases. *In re Garlock*, 504 B.R. at 96.

### **Relief Requested**

13. In the absence of an agreement with the ACC regarding the Settlement and the Plan—and with the ACC thus far showing no interest in attempting to negotiate such an agreement—to move these cases forward, the Debtors, pursuant to sections 105(a) and 502(c) of

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<sup>8</sup> The description of the Plan herein is provided for the convenience of the Court and parties in interest and is qualified in its entirety by the terms of the Plan. In the event of any inconsistency between the description herein and the Plan, the Plan shall govern in all respects.

<sup>9</sup> "Current Asbestos Claims" will include asbestos claims based on a disease that has manifested before the date prior to the deadline to vote on the Plan that is established by order of the Bankruptcy Court for determining whether an asbestos claim is a "Current Asbestos Claim" or a "Future Asbestos Claim" (the "Current / Future Claims Determination Date") with respect to which a proof of claim has been submitted by the applicable bar date.

<sup>10</sup> "Future Asbestos Claims" will include asbestos claims based on a disease that has not manifested before the Current / Future Claims Determination Date.

<sup>11</sup> Any asbestos claim that, as of the petition date, was liquidated in a fixed amount pursuant to either (a) a definitive settlement agreement legally enforceable against a Debtor or (b) a final order against a Debtor (collectively, "Settled Asbestos Claims"), will not be channeled to the Asbestos Trust. Rather, Settled Asbestos Claims will be treated as general unsecured claims and paid in full in cash by the reorganized Debtors in the allowed amount of such claims.

the Bankruptcy Code, now request that the Court enter the Estimation Order authorizing an estimation proceeding to determine that the Debtors' aggregate liability for Prepetition Asbestos Claims is no more than the \$125 million allotted for such claims under the terms of the Settlement. Assuming entry of the Estimation Order, the Debtors will work with the ACC and the FCR to attempt to reach an agreed process and schedule for the estimation proceeding to be documented and presented to the Court in a case management order. If the parties are unable to reach agreement on the terms of a case management order, the Debtors intend to submit a proposed case management order as promptly as possible for the Court's consideration.

14. Because mesothelioma claims accounted for the vast majority of the expenditures incurred by the Debtors over the last 15 years in the tort system, the Debtors believe that the estimation should focus solely on mesothelioma claims. Separately estimating liabilities for diseases other than mesothelioma would unnecessarily complicate the estimation process for little benefit. Indeed, in other cases, including the *Bestwall* case, the parties agreed to percentage splits between mesothelioma and non-mesothelioma claims, which were then used (or in the *Bestwall* case will be used) to calculate a total liability estimate. As in those cases, the Debtors propose that a multiplier be used to facilitate estimation of non-mesothelioma claims.

#### **Basis for Relief Requested**

15. Section 502(c) of the Bankruptcy Code provides:

There **shall be** estimated for purposes of allowance under this section —

(1) any contingent or unliquidated claim, the fixing or liquidation of which, as the case may be, would unduly delay the administration of the case . . .

11 U.S.C. § 502(c) (emphasis added). Thus, by its plain language, section 502(c) of the Bankruptcy Code establishes a clear obligation to estimate unliquidated claims when the failure



to do so would result in undue delay. Given that the Debtors believe there are currently in excess of 80,000 Prepetition Asbestos Claims, the Debtors submit that liquidation of these claims, compared to the proposed estimation of such claims set forth herein, would cause undue delay in the administration of these chapter 11 cases.

16. For this same reason, estimation proceedings have been conducted in many mass tort chapter 11 cases, including cases involving significant asbestos claims. Recently, the *Bestwall* court entered an order granting the debtor's request for an estimation proceeding in a case involving approximately 64,000 asbestos claims.<sup>12</sup> And, on July 29, 2021, DBMP LLC moved this Court for estimation of its liability for current and future mesothelioma claims in connection with its approximately 60,000 asbestos claims.<sup>13</sup> Estimation of asbestos claims was also ordered in the *Garlock* case.<sup>14</sup>

17. Court estimations under section 502(c) have been used for decades in this Circuit in mass tort cases. *See, e.g., A.H. Robins Co., Inc. v. Piccinin (In re A.H. Robins Co., Inc.)*, 788 F.2d 994, 1012-13 (4th Cir. 1986); *In re A.H. Robins Co., Inc.*, 880 F.2d 694, 698-700 (4th Cir. 1989). The Fourth Circuit recognized long ago that estimation is appropriate in a mass tort case because liquidating thousands of tort claims individually is inordinately costly and would significantly delay resolution of a mass tort debtor's case. *See A.H. Robins Co.*, 788 F.2d

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<sup>12</sup> *See In re Bestwall LLC*, No. 17-31795, *Motion of the Debtor for Estimation of Current and Future Mesothelioma Claims* [Dkt. 875] (Bankr. W.D.N.C. June 19, 2019); *see also Order Authorizing Estimation of Current and Future Mesothelioma Claims* [Dkt. 1577] (Bankr. W.D.N.C. Jan. 19, 2021) (the "Bestwall Estimation Order"), ¶4 ("There is no dispute that the liquidation of the asbestos-related claims . . . would unduly delay the administration of this chapter 11 case; accordingly, cause exists to grant the [estimation] Motion") (attached hereto as Exhibit B).

<sup>13</sup> *See In re DBMP LLC*, No. 20-30080 (JCW), *Motion of the Debtor for Estimation of Current and Future Mesothelioma Claims* [Dkt. 948] (Bankr. W.D.N.C. July 29, 2021).

<sup>14</sup> *In re Garlock Sealing Techs. LLC*, No. 10-31607, *Order for Estimation of Mesothelioma Claims* ¶¶ 4, 7 [Dkt. 2102] (Bankr. W.D.N.C. Apr. 13, 2012) (the "Garlock Estimation Order") (attached hereto as Exhibit C) (section 502(c) is the "foremost" source of authority to estimate asbestos claims and estimation also would be justified under section 105(a) "to further the provisions of section 1129 and 524(g)").

at 1012-13. Court estimations, of course, also have been ordered for a long time in mass tort cases in other jurisdictions across the country for the same reason that estimation was ordered in the *Bestwall* and *Garlock* cases in this jurisdiction.<sup>15</sup>

18. Ultimately, estimation has played an instrumental role in advancing the progress of numerous asbestos bankruptcies. For example, in *Garlock*, Judge Hodges's estimation decision was the catalyst that ultimately resulted in a fully consensual plan. The parties were at an impasse, with asbestos claimants asserting a section 524(g) funding amount more than four times greater than the amount proposed in the debtor's initial plan. An amended plan and settlement discussions followed issuance of the estimation decision. Approximately one year after issuance of that decision, *Garlock* and the future claimants' representative reached agreement on a proposed plan. Ultimately, the asbestos claimants' committee joined *Garlock* and the future claimants' representative in reaching agreement on a fully consensual plan. Indeed, in a number of asbestos cases—such as *G-I Holdings*, *W.R. Grace*, *USG*, and *Federal-Mogul*—the parties reached agreement even before the court rendered an opinion on estimation (and, in some cases, before the estimation hearing even commenced). As these courts have recognized, estimation is instrumental in promoting settlement. The Court in *USG*, in ordering estimation, noted:

The Court exists to assist the parties in resolving their differences. It does so by providing a framework within which the parties can litigate those differences to a Court-imposed result or compromise

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<sup>15</sup> See e.g., *In re G-I Holdings, Inc.*, 323 B.R. 583, 598-600 (Bankr. D.N.J. 2005) (section 502(c) is the "starting point for the estimation of claims against a bankruptcy estate" and "requiring the Company to first liquidate each and every asbestos related personal injury claim outside of the bankruptcy context would undoubtedly cause undue delay in the administration of the bankruptcy case"); *In re Federal-Mogul Global, Inc.*, 330 B.R. 133, 154 (D. Del. 2005) ("It is undisputed . . . that liquidation of each claim by a trial would unduly delay the administration of these cases."); *In re W.R. Grace & Co.*, No. 01-1139 ¶ 34 [Dkt. 6899] (Bankr. D. Del. Nov. 13, 2004) (granting debtors' estimation motion, which requested estimation on the grounds that "liquidating or fixing Claims by ordinary adjudication would unduly delay the administration of a bankruptcy case...").

them based upon the parties' expectation of a predictable outcome.

*In re USG Corp.*, 290 B.R. 223, 225 (Bankr. D. Del. 2003).

19. As such, in contested cases like these, estimation often is critical (and, indeed, the only effective device) to address the central dispute in the case—the amount of funding sufficient to satisfy a debtor's asbestos liability through a section 524(g) trust.<sup>16</sup> Other than the ACC, the key constituencies in these cases already have determined that the Settlement Amount is sufficient for this purpose. Absent agreement from the ACC to this amount, which does not appear to be forthcoming, an estimation process thus is needed.

20. As opposed to an estimation of the aggregate amount of the Debtors' liability for both current *and* future claims (as has been conducted in other mass tort cases) the limited scope of the requested estimation will promote efficiency. The Court merely needs to determine whether or not the Debtors' liability for Prepetition Asbestos Claims exceeds \$125 million. Because of the limited nature of the proposed estimation, the Debtors believe it can be completed in approximately one year if all parties are committed to do so.

21. If the Court determines, as the Debtors believe it will, that the Debtors' liability for the Prepetition Asbestos Claims is no more than \$125 million, that will provide confirmation of the reasonableness of the Settlement Amount—a determination that will be central to the confirmability of the Plan. Regardless, estimation will inform all parties and help move these chapter 11 cases closer to conclusion. For these reasons, the Debtors respectfully submit that estimation should be ordered as requested herein.

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<sup>16</sup> See, e.g., *Bestwall Estimation Order*, ¶ 8 ("Absent agreement on that point, some determination must be made about the Debtor's aggregate liability to current and future claimants for purposes of evaluating the Debtor's amended plan of reorganization.").

**Notice**

22. 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 Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel for the FCR; (d) counsel to the Debtors' non-debtor affiliates, New Trane Technologies and New Trane; (e) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities [Aldrich Dkt. 207, Murray Dkt. 19]; 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.

Dated: September 24, 2021  
Charlotte, North Carolina

Respectfully submitted,

/s/ John R. Miller, Jr.

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ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

**EXHIBIT A**

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

In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-30608 (JCW)
	:	
Debtors.	:	(Jointly Administered)
	:	

**ORDER AUTHORIZING ESTIMATION OF PREPETITION ASBESTOS CLAIMS**

This matter coming before the Court on the *Motion of the Debtors for Estimation of Prepetition Asbestos Claims* (the "Motion"),<sup>2</sup> filed by Aldrich Pump LLC and Murray Boiler LLC, the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Debtors"); the Court having reviewed the Motion and having heard the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court finding that (a) the Court has jurisdiction over this matter pursuant to

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meaning given to them in the Motion.

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), (d) notice of the Motion and an opportunity for a hearing on the Motion was sufficient under the circumstances, (e) the Prepetition Asbestos Claims are contingent or unliquidated claims, the fixing or liquidation of which would unduly delay the administration of these chapter 11 cases, and (f) estimation of these claims under section 502(c) of the Bankruptcy Code is necessary and appropriate; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

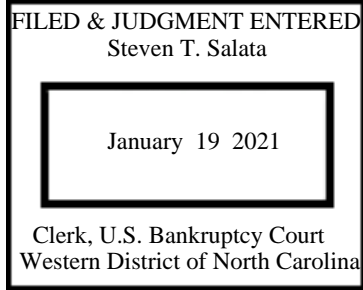
1. Pursuant to section 502(c) of the Bankruptcy Code, the Court shall conduct an estimation proceeding to determine whether the Debtors' aggregate liability for Prepetition Asbestos Claims is no more than \$125 million.
2. The parties are directed to attempt to negotiate a case management order for estimation. If the parties are unable to negotiate such an order, they shall submit proposed case management orders to the Court by \_\_\_\_\_, 2021, and the Court will hold a hearing on entry of a case management order for estimation on \_\_\_\_\_, 2021.
3. This Order shall be immediately effective upon its entry.
4. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

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

United States Bankruptcy Court



**EXHIBIT B**



*Laura T. Beyer*

Laura T. Beyer  
United States Bankruptcy Judge

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

In re

BESTWALL LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No. 17-31795 (LTB)

**ORDER AUTHORIZING ESTIMATION OF  
CURRENT AND FUTURE MESOTHELIOMA CLAIMS**

This matter came before the Court on the *Motion of the Debtor for Estimation of Current and Future Mesothelioma Claims* [Dkt. 875] (the “Motion”),<sup>2</sup> filed by Bestwall LLC, the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”); objections to the Motion [Dkts. 936, 937] (together, the “Objections”) having been filed by the Official Committee of Asbestos Personal Injury Claimants (the “ACC”) and Sander L. Esserman as the legal representative of future asbestos personal injury claimants (the “FCR”) appointed in the above-captioned chapter 11 case; replies in support of the Motion [Dkts. 988, 990] (together,

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 5815. The Debtor’s address is 133 Peachtree Street, N.W., Atlanta, Georgia 30303.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the respective meanings given to such terms in the Motion.

the “Replies”) having been filed by the Debtor and Georgia-Pacific LLC (“New GP”); a declaration of Dr. Charles E. Bates in support of the Motion having been filed by the Debtor and admitted into evidence [Dkt. 1207] (the “Bates Declaration”); and additional testimony from a deposition of Dr. Bates in support of the Motion, which testimony was admitted into evidence [Dkt. 1427] (the “Designated Testimony”). The Court finds that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and notice of the Motion and the hearings was sufficient under the circumstances. Having reviewed and considered the Motion, the Objections, the Replies, the Bates Declaration and the Designated Testimony, and having heard the statements of counsel with respect to the Motion at certain hearings before the Court, including hearings conducted on September 19, 2019, October 23, 2019, and September 23, 2020; the Court having announced its ruling on the Motion at a hearing conducted on October 22, 2020, the Court further finds and concludes that:

1. In the Motion, the Debtor seeks an estimation of current and future mesothelioma claims for purposes of formulating and confirming a section 524(g) plan of reorganization that ultimately will be accepted by at least 75% of current asbestos claimants who vote on the plan [Dkt. 875, p. 2].

2. In its reply in support of the Motion, the Debtor has stated that estimation will facilitate the parties’ formulation of a plan, assist their efforts to reach agreement on a consensual plan, and enable the Court to confirm any proposed plan [Dkt. 988, pp. 1–2]. The Debtor does not seek estimation to establish a non-consensual cap on its asbestos liabilities [Dkt. 988, p. 15].

3. Section 502(c) of title 11 of the United States Code (the “Bankruptcy Code”), the statute that provides for estimation of contingent or unliquidated claims, is mandatory and provides

that any contingent or unliquidated claim shall be estimated if the liquidation of the claim would unduly delay the administration of the bankruptcy case. A.H. Robins Co. v. Piccinin, 788 F.2d 994, 1011–12 (4th Cir. 1986); In re G-I Holdings, Inc., 323 B.R. 583, 599–600 (Bankr. D.N.J. 2005).

4. There is no dispute that the liquidation of the asbestos-related claims asserted or that may be asserted against the Debtor (collectively, the “Bestwall Asbestos Claims”) would unduly delay the administration of this chapter 11 case; accordingly, cause exists to grant the Motion.

5. Recognizing that the process of estimating asbestos-related claims in this case could cause delay in the administration of the case, the Court will be guided by the following principles as the case proceeds to estimation: A bankruptcy court has discretion to determine the appropriate method of estimation taking into consideration the particular circumstances of the case before it, G-I Holdings, 323 B.R. at 599 (citing In re Trident Shipworks, Inc., 247 B.R. 513, 514 (Bankr. M.D. Fla. 2000; In re Thomson McKinnon Sec., Inc., 143 B.R. 612, 619 (Bankr. S.D.N.Y. 1992)), and, “to the greatest extent possible, a selected estimation procedure should not run counter to the efficient and expeditious administration of the bankruptcy estate,” id. (citing Bittner v. Borne Chem. Co., 691 F.2d 134, 135–36 (3d Cir. 1982)); see In re Adelphia Bus. Sols., Inc., 341 B.R. 415, 422 (Bankr. S.D.N.Y. 2003) (“[W]hen estimating claims, Bankruptcy Courts may use whatever method is best suited to the contingencies of the case, so long as the procedure is consistent with the fundamental policy of Chapter 11 that a reorganization ‘must be accomplished quickly and efficiently.’ ” (quoting Bittner, 691 F.2d at 135–37)).

6. With respect to the Court’s jurisdiction to estimate current and future mesothelioma claims, pursuant to 28 U.S.C. § 157, core proceedings include the estimation of personal injury

tort or wrongful death claims for purposes of confirming a chapter 11 plan of reorganization, and neither 28 U.S.C. § 157 nor 28 U.S.C. § 1411 prevents a bankruptcy judge from estimating the value of personal injury tort or wrongful death claims “for purposes of the negotiation and confirmation of a reorganization plan, even if the maximum aggregate payment to tort claimants will be based on this estimate.” S. ELIZABETH GIBSON, FED. JUD. CTR., JUDICIAL MANAGEMENT OF MASS TORT BANKRUPTCY CASES 89–90 (2005).

7. Here, estimation of the Bestwall Asbestos Claims is appropriate in this chapter 11 case for purposes of negotiation and confirmation of a plan of reorganization, and such estimation would not be for purposes of determining the distribution to claimants on account of those claims and would not implicate claimants’ due process rights. In addition, the result of any estimation hearing shall not be used to establish a non-consensual cap on the Debtor’s asbestos liability.

8. Up to this point, the Court has heard no evidence on the issue of the extent of the Debtor’s liability for current and future asbestos claims and, accordingly, has no basis to conclude whether the outcome of an estimation hearing would be substantially higher or lower than the \$1 billion proposed in the Debtor’s amended plan of reorganization. Absent agreement on that point, some determination must be made about the Debtor’s aggregate liability to current and future claimants for purposes of evaluating the Debtor’s amended plan of reorganization.

9. The Court similarly has no basis to assess the merits or fairness of either of the plans of reorganization proposed by the Debtor on the one hand and the ACC and the FCR on the other, including the expedited review values and the medical exposure criteria in the trust distribution procedures (“TDP”) in the plan proposed by the ACC and the FCR. The unlimited funding that exists in this case and the facts and circumstances of the case will and should play a role in determining what kind of plan this Court is willing to confirm.

10. The Bates Declaration, introduced by the Debtor, describes the information Dr. Bates needs for a variety of reasons, including for the Debtor to determine its legal liability, to assess whether the Debtor's prepetition settlements represent its liability and can be extrapolated to estimate the Debtor's liability for current and future asbestos claims, to provide support to the Debtor in developing its TDP, and to evaluate the TDP in the amended plan of reorganization filed by the ACC and the FCR. The Bates Declaration is undisputed and no evidence to the contrary was introduced.

11. In light of the Bates Declaration, the Debtor would be denied due process if it were required to move forward with this chapter 11 case without the information it contends it needs and which the Court determines is necessary. No evidence has been introduced by the ACC to support its contention that it has all the information it needs to determine the Debtor's liability, and the FCR has been silent on this point. No alternative to estimation was suggested that presents a viable path forward at this point. The amended plan of reorganization that has been proposed by the ACC and the FCR is akin to dismissal as it currently stands. Thus, the only way forward for the case at this point is an estimation process that will hopefully lead the parties to a consensual resolution.

Based on these findings and conclusions, and for the additional reasons set forth on the record of the October 22, 2020 hearing (which record is incorporated herein), THE COURT HEREBY ORDERS THAT:

1. Pursuant to section 502(c) of the Bankruptcy Code, the Court shall estimate the Debtor's aggregate liability for current and future mesothelioma claims that (a) arose, in whole or part, from alleged exposure to joint compound products that contained asbestos either as a constituent ingredient or an alleged contaminant and (b) were manufactured and sold by the Debtor

or its predecessors on or before December 31, 1977 (the “Pre-1978 Asbestos-Containing Joint Compound Products”).

2. The estimated amount of all current and future claims with respect to Pre-1978 Asbestos-Containing Joint Compound Products, including non-mesothelioma claims, shall be determined by dividing the Court’s estimated amount for mesothelioma claims by 0.93, representing an agreed 93%/7% split between mesothelioma and non-mesothelioma claims.

3. The rights of the Debtor, New GP, the ACC, and the FCR to seek, following the completion of the Court’s estimation related to the Asbestos-Containing Joint Compound Products, a further estimation related to other products or alleged exposures are hereby reserved, subject to a requirement to meet and confer with the other parties regarding the additional estimation, including the necessity thereof, before filing a motion seeking such estimation.

4. The rights of the Debtor, New GP, the ACC, and the FCR with respect to any potential plan of reorganization are expressly preserved.

5. The timeline for the estimation will be set forth in a separate case management order. The Debtor, New GP, the ACC, and the FCR shall work on an agreed case management order; in the absence of agreement, the parties may seek entry of a case management order by motion.

6. This Order shall be immediately effective upon its entry.

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


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

United States Bankruptcy Court

**EXHIBIT C**





  
George R. Hodges  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

In re:	)	
	)	Case No. 10-31607
	)	
<b>GARLOCK SEALING TECHNOLOGIES,</b>	)	
<b>LLC., et al.,</b>	)	
	)	
<b>Debtors.<sup>1</sup></b>	)	Chapter 11
_____	)	

**ORDER FOR ESTIMATION OF MESOTHELIOMA CLAIMS**

This matter is before the court on the debtors' "Motion For Estimation Of Asbestos Claims Under Section 502(c) And For Entry Of Case Management Order For Estimation Of Mesothelioma Claims" together with the objections of the Official Committee of

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<sup>1</sup> The debtors include Garlock Sealing Technologies, LLC, Garrison Litigation Management Group, Ltd. and The Anchor Packing Company.

Asbestos Personal Injury Claimants and the Future Asbestos Claimants' Representative.<sup>2</sup>

The court also requested and the parties briefed the issue of the scope and purpose of the estimation proceeding. By this Order, the court has concluded (1) to order an estimation proceeding; (2) to estimate the total amount of allowed mesothelioma claims in order to determine plan feasibility; (3) to consider properly supported evidence based upon the "settlement" approach and the "legal liability" approach; (4) not to require filing of claims or establish a bar date at this time; and (5) to set a hearing for the estimation proceeding in December 2012.

### **Background**

1. Garlock is subject to roughly 5,000 mesothelioma claims that were pending in state courts on the date it filed this Chapter 11 case. It is also potentially subject to many more similar claims in the future.

2. Garlock has proposed a Plan of Reorganization and seeks an estimate of aggregate asbestos claims based on mesothelioma in order to determine the feasibility of its Plan. The ACC and FCR have announced their intention to file a competing plan, and estimation would be necessary for

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<sup>2</sup> This Order will refer to the parties as "Garlock," "ACC," "FCR" and the ACC and FCR together as "claimants."

consideration of it when appropriate. Further, the ACC and FCR have suggested that estimation would demonstrate that Garlock is insolvent.

### **Estimation**

3. All parties agree that estimation is necessary. They disagree on the authority to conduct the estimation, its purpose and the method for determining the estimate. The court agrees that an estimation proceeding is necessary and will grant Garlock's motion in that regard.

### **Authority and Purpose**

4. There appear to be a number of sources of authority for estimation. Foremost among them is section 502(c) of the Bankruptcy Code, which Garlock contends is the only true authority. It provides that:

There shall be estimated for purposes of allowance under this section - (1) any contingent or unliquidated claim, the fixing of which, as the case may be, would unduly delay the administration of the case; ....

11 U.S.C. § 502(c).

5. That provision has not limited courts from using estimation in other contexts, such as post-petition administrative claims, In re Dennis Ponte, Inc., 61 B.R. 296 (B.A.P. 9th Cir. 1986); In re Adelphia Bus. Solutions, Inc., 296 B.R. 656 (Bankr. S.D.N.Y. 2003); In re MacDonald, 128 B.R. 161 (Bankr. W.D. Tex. 1991); post-petition claims, In re Pizza of

Hawaii, Inc., 761 F.2d 1374 (9th Cir. 1985); voting purposes, Bittner v. Borne Chem. Co., 691 F.2d 134 (3d Cir. 1982); and for feasibility only, In re Nova Real Estate Inv. Trust, 23 B.R. 62 (Bankr. E.D. Va. 1982).

6. Several courts have estimated asbestos liability for purposes other than allowance. In re Armstrong World Indus., Inc., 348 B.R. 111 (D. Del. 2006); Owens Corning v. Credit Suisse First Boston, 322 B.R. 719 (D. Del. 2005); In re Federal-Mogul Global, Inc., 330 B.R. 133 (D. Del. 2005). In each of these cases the debtor and personal injury claimants had reached an agreement on the asbestos liability and the dispute was with another creditor.

7. Section 105(a) authorizes the court to "issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Using estimation to further the provisions of sections 1129 and 524(g) appears consistent with that broad authority.

8. While section 502(c) requires that certain claims shall be estimated, it does not purport to be exclusive or to limit the circumstances in which claims may be estimated. A common attribute of all the "authorities" cited above is that the primary concern was the practical necessity of solving a valuation problem through estimation - without a great deal of concern over the source of the authority for the exercise. So,

it appears that estimation has been deemed appropriate "by main strength and awkwardness" in any circumstance where it promotes and expedites the purposes of the Code.

9. All that having been said, it appears proper here to estimate Garlock's mesothelioma asbestos liability for allowance purposes pursuant to section 502(c).

10. The court anticipates hearing appropriate evidence for the purpose of making a reliable and reasonable estimate of the aggregate amount of money that Garlock will require to satisfy present and future mesothelioma claims. Whether those claims are satisfied through Garlock's Plan or that anticipated by the ACC and FCR; whether they are satisfied through litigation, settlement or a 524(g) Trust; or whether some as yet unanticipated process is necessary - in all those events, an estimate of the aggregate liability is necessary in order to determine the feasibility of whatever plan emerges. It may be useful for other purposes as well.

11. The court does not anticipate considering or determining any individual claims or any group of claims (other than the entire group). The court does not expect to "allow" any individual or group of claims. Rather, it proposes to estimate the aggregate amount necessary to satisfy present and future claims that may be allowed at some later point in the case.

12. The ACC suggested in its briefs that estimation was necessary to determine whether the debtors are insolvent. The debtors' estimated mesothelioma liability may become the subtrahend of such a calculation at some point. But, for the purposes of this estimation proceeding, the court will not address the solvency issue.

#### **Method of Estimation**

13. The goal of an estimation hearing is to arrive at a reasonable and reliable estimate of the amount of Garlock's liability for present and future mesothelioma claims. The parties differ on how that should be accomplished.

14. The ACC and FCR propose to use a "settlement" approach to estimation by way of statistical extrapolation from Garlock's history of resolution of mesothelioma claims. Fundamental to this approach is an appraisal of what would have been a fair resolution of claims in the absence of bankruptcy. Owens Corning, 322 B.R. at 722; Federal-Mogul, 330 B.R. at 158. The focus of this approach is on Garlock's "historical claims-handling practices and expert testimony on trends in the asbestos tort system." Federal-Mogul, 330 B.R. at 155-56.

15. This methodology has been used by a number of courts in estimation of asbestos liability: In re Armstrong World Indus., Inc., 348 B.R. 111 (D. Del. 2006); Owens Corning v. Credit Suisse Boston, 322 B.R. 719 (D. Del. 2005); In re

Federal-Mogul, 330 B.R. 133 (D. Del. 2005); In re Eagle-Picher Indus., Inc., 189 B.R. 681 (Bankr. S.D. Ohio 1995). In each of these cases, however, the estimation was not contested by the debtor. Rather, the debtor and claimants had agreed on the estimate, and it was being challenged by other creditors.

16. Garlock contends that the settlement approach overstates its liability because it (a) includes settlements (even of invalid claims) motivated by defense costs; and (b) was inflated by the exit from the tort system of a number of large asbestos defendants.

17. Garlock proposes to offer instead a "legal liability" approach to estimation that focuses on the merits of claims. It forecasts an estimation calculated by projecting the number of claimants based upon occupation groups and predicting the likelihood of recovery for separate groups to reach an aggregate damage amount, and then reducing that by other sources of recovery. Cases supporting a merits-based approach include: In re USG Corp., 290 B.R. 223 (D. Del. 2003); In re W. R. Grace & Co., 355 B.R. 462 (Bankr. D. Del. 2006); In re G-I Holdings, 323 B.R. 583 (Bankr. D.N.J. 2005).

18. The claimants assert, inter alia, that Garlock's approach would involve a "virtual" trial of individual personal injury claims in violation of the claimants' constitutional

rights; that it would involve an inappropriate "science" determination; and that it is not supported by case law.

19. The court has concluded that the two approaches to estimation are not matters of law, but rather matters of evidence. The court will hear such evidence as is appropriate relating to each approach and will make its decision based upon which is the more persuasive.

**Rule 408**

20. Garlock has asserted that Rule 408 of the Federal Rules of Evidence prohibits the use of its historical settlement data for estimation. The court disagrees and will allow admission into evidence of such data and evidence properly based on it.

21. Rule 408 provides as follows:

- (a) **Prohibited Uses.** Evidence of the following is not admissible - on behalf of any party - either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction:
  - (1) Furnishing, promising, or offering - or accepting, promising to accept, or offering to accept - a valuable consideration in compromising or attempting to compromise the claim; and
  - (2) Conduct or statement made during compromise negotiations about the claim ....

Fed. R. Evid. 408.



22. The claimants do not propose to use Garlock's settlement data to "prove or disprove the validity or amount of a disputed claim." They propose to use the data to project the aggregate amount of different sets of claims. So, by its terms, Rule 408 does not apply in this circumstance.

23. Further, in the context of a mass-tort case, the court in In re A.H. Robins Co. stated that Rule 408 applied to individual lawsuits between particular parties. 197 B.R. 568, 572 (E.D. Va. 1994). And, the Fourth Circuit has held that Rule 408 does not prohibit the use of a prior settlement when the party "does not seek to show the validity or invalidity of the compromised claim." Wyatt v. Sec. Inn Food & Beverage, Inc., 819 F.2d 69, 71 (4th Cir. 1987).

24. In the context of Chapter 11 asbestos cases, many courts have admitted evidence of the debtor's settlement history of resolving past claims for the purpose of estimating liability for unresolved pending and future claims. See Armstrong, 348 B.R. at 123-24; Owens Corning, 322 B.R. at 721-25; In re Babcock & Wilcox Co., 274 B.R. 230, 256-57 (Bankr. E.D. La. 2002); Federal-Mogul, 330 B.R. at 157; Eagle-Picher, 189 B.R. at 686. In fact, the court in Babcock & Wilcox rejected the argument made here by Garlock on the basis that Rule 408 applied only when evidence of settlement was offered respecting the claim

that was the subject of the compromise and not when it is part of another dispute. 274 B.R. at 256.

25. Consequently, the court will permit the use of Garlock's settlement history data in the estimation proceeding.

#### **Bar Date**

26. Garlock has sought the establishment of a bar date for the filing of claims (or at least for the filing of questionnaire responses). Because the estimation envisioned by the court does not involve a determination of any individual claim, the court does not believe that a bar date is necessary at this point in the case - for claims or for questionnaire responses. Consequently, the court declines to establish a bar date.

#### **Hearing Schedule**

27. The court will set the hearing to determine estimation of pending and future mesothelioma claims to begin December 3, 2012, and conclude December 14, 2012. The court will not attempt to dictate how each party presents its case, but will give each side five days to do it. Additional time will be granted only if necessary and if the first allotment has been efficiently utilized.

28. As movant, Garlock is entitled to proceed first on December 3 and conclude by December 7. The ACC and FCR will begin on December 10 and conclude by December 14.

29. The court has asked the parties to discuss intermediate deadlines that may need to be established. Once that is resolved, the court will issue a formal scheduling order.

It is, therefore, **ORDERED** that:

1. Garlock's Motion for Estimation is granted to the extent set forth above;

2. Garlock's Motion for Case Management Order and bar date are denied; and

3. A hearing for estimation of the aggregate amount of mesothelioma claims is set to begin December 3, 2012.

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

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

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In re

ALDRICH PUMP LLC, *et al.*,

Debtors,

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Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**NOTICE OF HEARING**

NOTICE IS HEREBY GIVEN that Aldrich Pump LLC, *et al.*, Debtors in the above-captioned cases, have filed the *Motion of the Debtors for Estimation of Prepetition Asbestos Claims* (the "Motion").

If a copy of the Motion is not included with this Notice, a copy may be viewed at the Court's website, [www.ncwb.uscourts.gov](http://www.ncwb.uscourts.gov) under Debtor Aldrich Pump LLC's name and case number, you may obtain a copy of the Motion from the Debtors' claims and noticing agent at [www.kccllc.net/aldrich](http://www.kccllc.net/aldrich), or you may request in writing a copy from the undersigned counsel to the Debtors.

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THESE BANKRUPTCY CASES. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)**

**IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN ON OR BEFORE FRIDAY, OCTOBER 8, 2021 YOU MUST:**

- (1) A. File with the Bankruptcy Court a written objection at:

Clerk, United States Bankruptcy Court  
401 W. Trade Street  
Charlotte, North Carolina 28202

- B. If you have your attorney file a written objection then the objection should be filed with the Bankruptcy Court by electronic means through the Court's website, [www.ncwb.uscourts.gov](http://www.ncwb.uscourts.gov) under the jointly administered name and case number shown above.

- (2) Serve the objection pursuant to the procedures set forth in the Order Establishing

Certain Notice, Case Management, and Administrative Procedures [Dkt. 123].

(3) Attend the hearing scheduled for October 28, 2021, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina. You should attend this hearing if you file an objection.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an Order granting the relief requested. No further notice of that hearing will be given.

This the 24th day of September, 2021.

RAYBURN COOPER & DURHAM, P.A.

/s/ John R. Miller, Jr.

John R. Miller, Jr.

N.C. State Bar No. 28689

1200 Carillon, 227 W. Trade Street

Charlotte, North Carolina 28202

Telephone: 704-334-0891

ATTORNEYS FOR DEBTORS AND DEBTORS  
IN POSSESSION