

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re	:	Chapter 11
	:	
ALDRICH PUMP LLC, <i>et al.</i> , ¹	:	No. 20-30608 (JCW)
	:	
Debtors,	:	(Jointly Administered)
	:	
	:	
OFFICIAL COMMITTEE OF ASBESTOS	:	Adversary Proceeding
PERSONAL INJURY CLAIMANTS	:	
	:	
Plaintiff,	:	No. []
	:	
	:	
v.	:	
	:	
ALDRICH PUMP LLC, MURRAY	:	
BOILER LLC, TRANE TECHNOLOGIES	:	
COMPANY LLC, and TRANE U.S. INC.	:	
	:	
Defendants.	:	

**MOTION OF THE OFFICIAL COMMITTEE OF ASBESTOS PERSONAL
INJURY CLAIMANTS FOR SUBSTANTIVE CONSOLIDATION OF DEBTORS'
ESTATES WITH CERTAIN NONDEBTOR AFFILIATES OR, ALTERNATIVELY,
TO REALLOCATE DEBTORS' ASBESTOS LIABILITIES TO THOSE AFFILIATES**

Dated: October 18, 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 moves under 11 U.S.C. § 105(a) for entry of an order substantively consolidating (1) the bankruptcy estate of Aldrich Pump LLC (“**Aldrich**”) with nondebtor Trane Technologies Company LLC (“**TTC**”), and (2) the bankruptcy estate of Murray Boiler LLC (“**Murray**”) with nondebtor Trane U.S. Inc. (“**Trane**”), in each case *nunc pro tunc* to June 18, 2020 (“**Petition Date**”). The Committee also moves, in the alternative, for entry of a declaratory judgment reallocating the asbestos liabilities of Aldrich to TTC and the asbestos liabilities of Murray to Trane.² The grounds supporting this motion are as follows:

PRELIMINARY STATEMENT

1. Within a matter of hours on May 1, 2020, the Debtors’ predecessors, TTC, as successor to Ingersoll-Rand Company, a former New Jersey corporation (“**Ingersoll-Rand**”), and Trane engineered their divisional mergers under Texas law. In connection therewith, TTC purported to divide itself into two companies, TTC and Aldrich, and Trane similarly purported to divide itself into two companies, “new” Trane and Murray. TTC received 99% of Ingersoll-Rand’s assets, with the remaining 1% allocated to Aldrich. “New” Trane received 98% of “old” Trane’s assets, with the remaining 2% going to Murray. Significantly, all legacy asbestos liabilities of Ingersoll-Rand and “old” Trane were dumped into Aldrich and Murray, respectively. Forty-nine days later, on June 18, 2020, Aldrich and Murray filed the chapter 11 cases now pending before this Court.

2. Through this stratagem, the Debtors and Nondebtor Affiliates have sought to isolate their asbestos liabilities from profitable operating businesses and to single out asbestos victims for unfair and discriminatory treatment by essentially breaking TTC and Trane into separate corporate

² TTC and Trane are hereinafter referred to, collectively, as the “**Nondebtor Affiliates**.”

entities that the Committee now seeks to consolidate. Because their claims are stayed, asbestos victims are unable to obtain compensation in the civil justice system for the harm inflicted on them by Ingersoll-Rand and Trane. And, even though more than 15 months have passed since the Petition Date, these chapter 11 cases are no closer to the finish line than they were on the Petition Date. The Debtors have not reached agreement with the Committee on a consensual plan. No global settlement between the Debtors and the claimants' representatives has been reached. Instead, the Debtors are channeling their energies and resources into abusive and improper claimant questionnaires and other discovery—which they presumably intend to use in a contested estimation proceeding that the Court has not authorized—and pursuing an unlawful cramdown 524(g) plan supported by the future claimants' representative. All the while, sick and dying asbestos victims and their families remain uncompensated and unable to vindicate their state-law rights.

3. In contrast, the Nondebtor Affiliates are outside of bankruptcy and are paying their (non-asbestos) unsecured creditors in the ordinary course of business. Additionally, the Nondebtor Affiliates are also free to pay—and are potentially paying to the tune of hundreds of millions of dollars—their equity holders ahead of asbestos claimants. Through the divisional mergers and chapter 11 filings, asbestos claimants have been structurally subordinated to other unsecured creditors and equity holders.

4. Under these circumstances, this Court should order the substantive consolidation of Aldrich and TTC, and of Murray and Trane. The purpose of substantive consolidation is to ensure the equitable treatment of all creditors. Substantive consolidation will rescind the structural subordination of asbestos creditors that the Debtors and their cohorts have put in place through the Corporate Restructuring, thus ensuring that asbestos creditors will once again be *pari passu* with

other unsecured creditors and have priority over equity holders, as the Bankruptcy Code provides. Substantive consolidation will ensure that Ingersoll-Rand's and Trane's assets will once again be available to asbestos claimants as they are to other unsecured creditors and will be housed within the same entities holding the Ingersoll-Rand and Trane asbestos liabilities. And substantive consolidation will put a stop to TTC and Trane's upstreaming of cash to their parent companies. Simply put, substantive consolidation is an equitable cure for TTC and Trane's abuse of the Texas divisional merger law and the resulting injustice inflicted on Ingersoll-Rand's and Trane's asbestos claimants.

5. In addition, this Court should order substantive consolidation *nunc pro tunc* to the Petition Date. Such retroactive relief will allow these chapter 11 cases to move forward from where they should have started: with all the assets and liabilities housed in single entities—the original tortfeasors—on the Petition Date. Such relief will also enable the consolidated estates to recover, as unauthorized postpetition transfers, cash that has been loaned or upstreamed from TTC and Trane to the parent companies since the Petition Date.

6. Alternatively, the Court should declare that the assignment to and acceptance by the Debtors of the asbestos liabilities are void as unconscionable, and as such should be disregarded. Aldrich and Murray had no meaningful choice in the preparation and execution of various intercompany agreements that arose from the Corporate Restructuring, and they had no choice in being saddled with the obligations forced on them as part of the Corporate Restructuring. There was no real and voluntary meeting of the minds associated with the execution, assignment, and assumption of the asbestos liabilities, nor in connection with the intercompany agreements manufactured to provide Aldrich and Murray with a thin basis with which to assert the legitimacy of the Corporate Restructuring.

7. For all the reasons set forth herein, the Court should grant this motion.³

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over this motion under 28 U.S.C. §§ 157(a) and 1334(b). This matter is a core proceeding under 28 U.S.C. § 157(b).

9. Venue in this district is proper under 28 U.S.C. § 1409.

10. The statutory predicate for the relief requested herein is 11 U.S.C. § 105(a).

FACTUAL BACKGROUND

I. ASBESTOS LAWSUITS AGAINST INGERSOLL-RAND AND TRANE

11. The predecessors of Aldrich and Murray—Ingersoll-Rand and old Trane, respectively—spent decades in the tort system, defending against lawsuits seeking compensation for personal injury or wrongful death caused by exposure to asbestos or asbestos-containing products.⁴ According to the Debtors, Ingersoll-Rand and old Trane were the subject of roughly 100,000 asbestos-related lawsuits filed throughout the United States.⁵ The Debtors’ predecessors historically paid approximately \$95 million a year for asbestos-related settlements and defense costs.⁶

12. If any asbestos lawsuits could not be dismissed quickly, Ingersoll-Rand and Trane sought to settle them.⁷ The Debtors described this overall settlement strategy as “the most cost-

³ In an abundance of caution, concurrently with this motion, the Committee has filed an application in the base case to conduct a Rule 2004 examination of TTC and Trane for the limited purpose of obtaining the identities and mailing addresses of their creditors, so that notice of this motion may be provided to those creditors.

⁴ Findings of Fact and Conclusions of Law Regarding Order: (I) Declaring That the Automatic Stay Applies to Certain Actions Against Non-Debtors, (II) Preliminarily Enjoining Such Actions, and (III) Granting in Part Denying in Part the Motion to Compel ¶¶ 30-36, 3:20-ap-03041, ECF No. 308 (“**Court’s Findings and Conclusions**”).

⁵ 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, at 18, 3:20-ap-03041, ECF No. 2 (“**PI Motion**”).

⁶ Informational Brief of Aldrich Pump LLC and Murray Boiler LLC, at 31, 3:20-bk-30608, ECF No. 5.

⁷ *Id.* at 31.

effective approach.”⁸ Ingersoll-Rand and Trane settled “approximately 900 mesothelioma claims each year.”⁹ The “remaining indemnity payments” were “used to settle the mass of other [asbestos] claims” against Ingersoll-Rand and Trane, “of which there also [were] thousands, with the majority of these payments made to claimants alleging lung cancer.”¹⁰

13. While defending against asbestos suits in the tort system, Ingersoll-Rand and Trane used insurance receivables, including those received under settlements or certain “coverage-in-place” agreements, to fund or offset the defense and indemnity costs of their asbestos liabilities.¹¹ But these coverage-in-place agreements do not provide Ingersoll-Rand and Trane with “dollar-for-dollar” coverage for asbestos claims,¹² thus requiring Ingersoll-Rand and Trane to dip into their own pockets for cash. By the end of 2019, Ingersoll-Rand’s and Trane’s ultimate parent holding company, Ingersoll-Rand plc (now Trane Technologies plc (“**Trane plc**”)), projected that current and future asbestos liabilities would surpass their total projected insurance recoveries by almost \$240 million.¹³ It was in this context that Ingersoll-Rand and Trane planned and implemented the Texas divisional mergers, collectively known as the “**Corporate Restructuring.**”

II. PROJECT OMEGA

14. The Corporate Restructuring was the result of months of secret and meticulous planning involving a select group of Ingersoll-Rand employees, as well as in-house and outside counsel, which bore the codename “Project Omega.” Project Omega was conducted under a veil

⁸ *Id.*

⁹ *Id.* at 31-32.

¹⁰ *Id.* at 32.

¹¹ ACC Ex. 271, at F-46.

¹² PI Motion at 18.

¹³ Court’s Findings and Conclusions ¶ 39; ACC Ex. 271, at F-46 (showing “total asbestos related liabilities” of \$547 million and “total asset[s] for probable asbestos-related insurance recoveries” of \$304 million).

of secrecy,¹⁴ not simply as a matter of company protocol but also in recognition that “[p]laintiffs [sic] lawyers” were “the most at-risk group as it relates to the transaction.”¹⁵ Project Omega was not disclosed to asbestos claimants or their attorneys prior to the Corporate Restructuring.¹⁶

15. As time progressed, meetings among Project Omega team members took place with increasing frequency and included weekly “all hands” team meetings chaired by Ingersoll-Rand’s general counsel.¹⁷ At all of these meetings—or at least the significant ones—both in-house lawyers and outside counsel were present.¹⁸ The close and almost ubiquitous involvement of attorneys in Project Omega underscores how Project Omega was driven not by business people, but by lawyers. As this Court noted in its recent preliminary injunction ruling, “Project Omega was an attorney-created and implemented strategy.”¹⁹

16. Since its inception, the sole objective of Project Omega was the commencement of a § 524(g) bankruptcy case.²⁰ For example, an internal document entitled “OMEGA Comms plan” states as of March 5, 2020: “We will isolate the Asbestos liabilities into stand alone entities *and will take the entities bankrupt*.”²¹ In addition, Manlio Valdes, a member of the boards of Aldrich and Murray, admitted in deposition that he thought it was “a probability” that Aldrich and Murray would end up paying less to asbestos claimants in bankruptcy than in the tort system.²²

¹⁴ Debtors 30(b)(6) Dep. 214:3-25, Apr. 12, 2021 (Tananbaum); *see also* Court’s Findings and Conclusions ¶ 45 (“Project Omega was . . . a secret endeavor.”).

¹⁵ ACC Ex. 192, at TRANE_00014949.

¹⁶ Debtors 30(b)(6) Dep. 217:18-22 (Tananbaum).

¹⁷ Court’s Findings and Conclusions ¶ 46; Tananbaum Dep. 149:7-151:6, Mar. 22, 2021.

¹⁸ Court’s Findings and Conclusions ¶ 46; Tananbaum Dep. 149:7-151:6.

¹⁹ Court’s Findings and Conclusions ¶ 44.

²⁰ *See id.* ¶ 50 (“The weight of the evidence . . . reflects that a bankruptcy filing . . . was the sole objective of Project Omega.”).

²¹ ACC Ex. 192, at TRANE_00014949 (emphasis added).

²² Valdes Dep. 264:21-265:7, Mar. 1, 2021; ACC Ex. 33.

III. IMPLEMENTING THE CORPORATE RESTRUCTURING

17. On April 30, 2020, TTC was formed as a Texas limited liability company.²³ The next day, May 1, 2020, Ingersoll-Rand was merged into TTC, leaving TTC as the surviving company.²⁴ TTC then utilized the Texas divisional merger law to effectively divide itself into two companies: TTC and Aldrich.²⁵ TTC received 99% of Ingersoll-Rand's assets, while the remaining 1% of the assets were allocated to Aldrich.²⁶ Specifically, Aldrich received about \$26.2 million in cash, a 100% equity interest in a relatively small operating subsidiary known as 200 Park, Inc. ("**200 Park**"), and rights to Ingersoll-Rand's asbestos-related insurance coverage.²⁷ Apart from the 200 Park subsidiary, Aldrich received no operating business.²⁸

18. Also, on May 1, 2020, Trane converted from a Delaware corporation to a Texas corporation.²⁹ Trane then utilized the Texas divisional merger law to effectively divide itself into two companies: "new" Trane and Murray.³⁰ "New" Trane received 98% of "old" Trane's assets, while the remaining 2% of the assets were allocated to Murray.³¹ Specifically, Murray received about \$16 million in cash, a 100% equity interest in a relatively small laboratory services business known as ClimateLabs LLC ("**ClimateLabs**"), and rights to Trane's asbestos-related insurance coverage.³² Apart from its ClimateLabs subsidiary, Murray received no operating business.³³

²³ ACC Ex. 189 ¶ 8.

²⁴ *Id.*; ACC Ex. 280, at DEBTORS_00001708.

²⁵ ACC Ex. 25; ACC Ex. 189 ¶ 9; ACC Ex. 281, at DEBTORS_00002410.

²⁶ Court's Findings and Conclusions ¶ 55; Hr'g Tr. 396:11-18, May 6, 2021 (Diaz Direct).

²⁷ Court's Findings and Conclusions ¶ 55; ACC Ex. 147 (Pittard Decl.), ¶ 16.

²⁸ Court's Findings and Conclusions ¶ 55; ACC Ex. 147 (Pittard Decl.), ¶ 16; Roeder Dep. 45:16-19, Mar. 16, 2021.

²⁹ ACC Ex. 286, at DEBTORS_00000411; ACC Ex. 287, at DEBTORS_00000419.

³⁰ ACC Ex. 286, at DEBTORS_00000411; ACC Ex. 287, at DEBTORS_00000419.

³¹ Court's Findings and Conclusions ¶ 59; Hr'g Tr. 394:1-3, May 6, 2021 (Diaz Direct).

³² Court's Findings and Conclusions ¶ 59; ACC Ex. 147 (Pittard Decl.), ¶ 16.

³³ Court's Findings and Conclusions ¶ 59; ACC Ex. 147 (Pittard Decl.), ¶ 16; Tananbaum Dep. 237:23-239:9.

19. As part of the divisional mergers, all the legacy asbestos liabilities of Ingersoll-Rand and “old” Trane were purportedly allocated to Aldrich and Murray, respectively.³⁴ In addition, Aldrich became purportedly obligated to indemnify TTC, “new” Trane, and all of their other affiliates for liabilities arising from Ingersoll-Rand’s asbestos torts.³⁵ Similarly, Murray became purportedly obligated to indemnify TTC, “new” Trane, and all of their other affiliates for liabilities arising from Trane’s asbestos torts.³⁶

20. Once the divisional mergers were completed, TTC and new Trane were promptly converted to Delaware entities,³⁷ and Aldrich and Murray were promptly converted to North Carolina LLCs.³⁸ All told, Aldrich and Murray were Texas entities for less than 24 hours.³⁹ Seven weeks later, on June 18, 2020, Aldrich and Murray filed their chapter 11 petitions with this Court.

21. Since the completion of the Corporate Restructuring, new Trane has continued making acquisitions to augment its commercial and residential HVAC businesses.⁴⁰ TTC, Trane, and their operating subsidiaries are also timely paying their creditors in the ordinary course of business.⁴¹

³⁴ ACC Ex. 25, ¶ 5; ACC Ex. 26, ¶ 5.

³⁵ ACC Ex. 25, ¶ 9(b); ACC Ex. 77, § 3 (“**Aldrich Support Agreement**”).

³⁶ ACC Ex. 26, ¶ 9(b); ACC Ex. 211, § 3 (“**Murray Support Agreement**”).

³⁷ ACC Ex. 282, at DEBTORS_00003133; ACC Ex. 283, at DEBTORS_00003137; ACC Ex. 290, at DEBTORS_00001493; ACC Ex. 291, at DEBTORS_00001497.

³⁸ ACC Ex. 284, at DEBTORS_00002969; ACC Ex. 285, at DEBTORS_00002973; ACC Ex. 289, at DEBTORS_00001340; ACC Ex. 292, at DEBTORS_00001344.

³⁹ ACC Ex. 38, at DEBTORS_00050589-93 (showing the times for incorporating and reincorporating the entities in the Corporate Restructuring); ACC Ex. 43, at DEBTORS_0050597-50603 (showing the times of incorporation and reincorporation of entities involved in the Corporate Restructuring); ACC Ex. 189 ¶¶ 10, 13.

⁴⁰ Hr’g Tr. 491:3-16, May 7, 2021 (Kuehn Cross-Exam); Nondebtor Affiliates 30(b)(6) Dep. 99:2-21; 103:6-10, Apr. 9, 2021 (Kuehn).

⁴¹ Hr’g Tr. 394:19-395:15; 402:19-23, May 6, 2021 (Diaz Direct); Nondebtor Affiliates 30(b)(6) Dep. 59:25-60:16 (Kuehn); Kuehn Dep. 237:9-13, Mar. 19, 2021; ACC Ex. 218; ACC Ex. 220.

22. From the standpoint of non-asbestos creditors, shareholders, employees, suppliers, vendors, and other stakeholders, it has been “business as usual,” even after the Corporate Restructuring and the chapter 11 filings.⁴²

IV. INTERCOMPANY AGREEMENTS

23. As part of the Corporate Restructuring, the Debtors, TTC, Trane, and certain nondebtor affiliates entered into several agreements dated “as of” May 1, 2020, the day of the Texas divisional mergers. As these agreements were between affiliated companies, there was no arm’s length negotiation over their terms.⁴³ “Like the Divisional Merger, their legal enforceability vis a vis third parties is seriously in doubt.”⁴⁴

A. Funding Agreements

24. The most pertinent of the intercompany agreements are the two “**Funding Agreements**”: (1) the funding agreement between TTC as payor and Aldrich as payee;⁴⁵ and (2) the funding agreement between Trane as payor and Murray as payee.⁴⁶ The Funding Agreements are essential to the Debtors’ assertion that each of them “has the same ability to resolve and pay valid current and future asbestos-related claims and other liabilities as [Ingersoll-Rand] and Old Trane had before the restructurings.”⁴⁷ The Funding Agreements provide that TTC and Trane will

⁴² See, e.g., ACC Ex. 18 (emails dated December 2019 describing TTC and Trane’s operations post-Corporate Restructuring as “business as usual”). See also Hr’g Tr. 402:19-23, May 6, 2021 (Diaz Direct); Kuehn Dep. 235:11-236:8; 237:3-13; Nondebtor Affiliates 30(b)(6) Dep. 59:25-60:16 (Kuehn).

⁴³ Court’s Findings and Conclusions ¶¶ 66, 68; Hr’g Tr. 159:5-160:11; 160:22-161:13, May 5, 2021 (Tananbaum Cross-Exam); Tananbaum Dep. 209:16-24; see also Daudelin Dep. 253:18-21, Mar. 9, 2021. In fact, those who authorized the execution of and/or signed the key agreements arising from the Corporate Restructuring had no understanding at the time of signing what they were signing or what the purpose was. See *id.* at 190:19-191:7; 234:11-237:3; 238:19-246:15; 248:19-254:2; see also Kuehn Dep. 223:4-13 (failing to recall authorizing the execution of a secondment agreement and a services agreement).

⁴⁴ Court’s Findings and Conclusions ¶ 68 (footnote omitted).

⁴⁵ ACC Ex. 13 (“**Aldrich Funding Agreement**”).

⁴⁶ ACC Ex. 86 (“**Murray Funding Agreement**”).

⁴⁷ ACC Ex. 147 (Pittard Decl.) ¶ 17.

transfer funds to the Debtors to pay any “Permitted Funding Use.”⁴⁸ The term “Permitted Funding Use” includes (a) the costs of administering the Debtors’ chapter 11 cases, (b) amounts necessary to satisfy each Debtor’s “Asbestos Related Liabilities” in connection with funding a § 524(g) trust, and (c) the Debtors’ indemnification obligations to TTC, Trane, and the other nondebtor affiliates under any agreement provided in the plans of divisional mergers.⁴⁹

25. Under the Funding Agreements, TTC and Trane are obligated to pay the chapter 11 administrative expenses and the Debtors’ indemnification obligations only if the cash distributions from 200 Park (in the case of Aldrich) or ClimateLabs (in the case of Murray) are insufficient to pay those expenses and obligations in full.⁵⁰ In addition, TTC and Trane are each obligated to fund a § 524(g) trust only if their respective Debtor’s “other assets are insufficient to fund amounts necessary or appropriate to satisfy . . . Asbestos Related Liabilities in connection with the funding of such trust.”⁵¹ According to the Debtors’ own metrics, the Debtors’ assets (without the Funding Agreements) are already insufficient, as they are less than their asbestos liabilities.⁵²

26. The Funding Agreements have numerous deeply troubling features. For example, TTC’s and Trane’s obligations under their respective Funding Agreements are unsecured and not

⁴⁸ Aldrich Funding Agreement (ACC Ex. 13), at DEBTORS_00003821-22 (definition of “Permitted Funding Use”); Murray Funding Agreement (ACC Ex. 86), at DEBTORS_00004101 (definition of “Permitted Funding Use”).

⁴⁹ Aldrich Funding Agreement (ACC Ex. 13), at DEBTORS_00003821-22; Murray Funding Agreement (ACC Ex. 86), at DEBTORS_00004101-02; ACC Ex. 25 (“**Aldrich Plan of Divisional Merger**”); ACC Ex. 26 (“**Murray Plan of Divisional Merger**”).

⁵⁰ Aldrich Funding Agreement (ACC Ex. 13), at DEBTORS_00003822; Murray Funding Agreement (ACC Ex. 86), at DEBTORS_00004102.

⁵¹ Aldrich Funding Agreement (ACC Ex. 13), at DEBTORS_00003822; Murray Funding Agreement (ACC Ex. 86), at DEBTORS_00004102.

⁵² Court’s Findings and Conclusions ¶ 63 (observing that, “disregarding the Funding Agreement[s] . . . , Aldrich/Murray’s assets were not then, and are not now, sufficient to satisfy their liabilities” (footnote omitted)); Hr’g Tr. 397:18-23, May 6, 2021 (Diaz Direct) (“[T]he Aldrich liabilities as disclosed -- and as discussed, this is just the debtors’ numbers, not my point of view -- is \$315 million of asbestos liabilities, plus \$3 million of operating liabilities. So that’s \$318 million of liabilities and their assets are \$210 million.”); *id.* at 398:20-23 (“Similar to Aldrich, the assets of Murray, \$127 million, if you exclude the funding agreement, are less than the total liabilities of . . . \$194 million.”).

guaranteed by any of the Nondebtor Affiliates or other entities.⁵³ Nothing in the Funding Agreements prevent TTC and Trane from layering on debt that would be senior in priority to their obligations under their respective Funding Agreements.⁵⁴ Nothing in the Funding Agreements requires TTC and Trane to provide financial statements to the Debtors that are audited or contain information at a level that provides details on account balances and material transactions (*e.g.*, footnotes to financial statements).⁵⁵ TTC and Trane do not have to provide payments that “exceed the aggregate amount necessary” for the Debtors to fund all “Permitted Funding Uses,”⁵⁶ thus giving TTC and Trane leeway to determine what is “necessary” and the ability to reduce payments if either disagrees with the use of funds.⁵⁷ And there is no dispute resolution mechanism if a funding request by a Debtor is denied.⁵⁸ The Funding Agreements do not prevent TTC and Trane from engaging in additional divisional mergers, and they explicitly allow the Nondebtor Affiliates to engage in consolidations and mergers, and to transfer “all or substantially all” of their assets.⁵⁹ There are no mechanisms in the Funding Agreements to ensure that TTC and Trane will have sufficient assets to perform under them.⁶⁰ And nothing in the Funding Agreements limits or prohibits dividends, or other distributions of value, by TTC or Trane to equity holders, potentially including their full value.⁶¹

⁵³ Court’s Findings and Conclusions ¶ 80; Debtors’ 30(b)(6) Dep. 111:15-21; 112:6-15 (Tananbaum).

⁵⁴ Court’s Findings and Conclusions ¶ 80; *see also* Debtors’ 30(b)(6) Dep. 113:4-8 (Tananbaum).

⁵⁵ Court’s Findings and Conclusions ¶ 80.

⁵⁶ Aldrich Funding Agreement (ACC Ex. 13) § 2(a); Murray Funding Agreement (ACC Ex. 86) § 2(a).

⁵⁷ Court’s Findings and Conclusions ¶ 80.

⁵⁸ *Id.*; Hr’g Tr. 400:15-17, May 6, 2021 (Diaz Direct).

⁵⁹ Aldrich Funding Agreement (ACC Ex. 13) § 4(b)(i); Murray Funding Agreement (ACC Ex. 86) § 4(b)(i); *see also* Court’s Findings and Conclusions ¶ 80.

⁶⁰ *See* Tananbaum Dep. 224:13-18 (“Q. Are you aware of any mechanisms in the funding agreements to ensure that the payors have sufficient assets to perform under the funding agreements? A. No, I’m not aware of any specific mechanisms.”).

⁶¹ Court’s Findings and Conclusions ¶ 80; *see also* Tananbaum Dep. 223:2-24 (“Q. Are you aware of any limitations in the funding agreement that prevents New Trane Technologies from sending cash payments to its parent Trane

27. In addition, “the Debtors’ rights and obligations under . . . [their respective Funding Agreements] may not be assigned without the prior written consent of New TTC or New Trane.”⁶² Thus, “arguably a Creditor’s Plan could not be funded unless New TTC and/or New Trane favor that Plan.”⁶³ Moreover, “the Funding Agreements require, as a precondition to funding a § 524(g) trust, that a confirmed chapter 11 plan provide New TTC or New Trane, as applicable, ‘with all the protections of section 524(g) of the Bankruptcy Code.’”⁶⁴ Further, “the Funding Agreements have ‘Automatic Termination’ provisions whereby New TTC’s and Trane’s respective funding obligations automatically cease ‘on the effective date of a Section 524(g) Plan.’”⁶⁵ As a result, “the Funding Agreements could never serve as post-effective date ‘evergreen’ sources of funding that § 524(g) contemplates.”⁶⁶ Moreover, “once exclusivity has ended, these provisions of the Funding Agreements will . . . impair, if not disable, the ability and right of other parties-in-interest to propose a competing 524(g) plan.”⁶⁷

28. “In sum, the Funding Agreements are not unconditional promises to pay the Aldrich/Murray Asbestos Liabilities. They are instead conditional agreements dependent on New TTC/New Trane’s approval of any reorganization plan and upon New TTC/New Trane’s continued good financial health.”⁶⁸

Technologies Holdco Inc.? A. So am I correct that your question refers to this Aldrich funding agreement that we’re looking at here? Q. Yes, sir. A. No, I’m not aware of any such limitation . . . Q. Same answer with the Murray funding agreement, there’s no limitations that you’re aware of on New Trane US Inc.? A. That’s correct, because as I testified, the purpose of the funding agreement was to give these new entities the same ability to fund that the predecessor entities had, but not to give them enhanced ability to fund, just the same ability to fund.”).

⁶² Court’s Findings and Conclusions ¶ 74 (footnote omitted).

⁶³ *Id.*

⁶⁴ *Id.* ¶ 76 (footnote omitted).

⁶⁵ *Id.* ¶ 77 (footnote omitted).

⁶⁶ *Id.*

⁶⁷ *Id.* ¶ 78.

⁶⁸ Court’s Findings and Conclusions ¶ 81.

B. Support Agreements

29. Two “**Support Agreements**” are relevant here: (1) the Divisional Merger Support Agreement between TTC and Aldrich;⁶⁹ and (2) the Divisional Merger Support Agreement between Trane and Murray.⁷⁰ Among other things, the Aldrich Support Agreement requires Aldrich to “indemnify and hold harmless TTC and each of its affiliates (each of which is an express third party beneficiary . . .) from and against” any “Losses” and “Proceedings” to which TTC and its affiliates “may become subject.”⁷¹ The Murray Support Agreement has a nearly identical provision requiring it to indemnify and hold harmless Trane “and each of its affiliates” from and against any “Losses” and “Proceedings.”⁷² Nevertheless, if the cash distributions from 200 Park are insufficient to allow Aldrich to pay its indemnification obligations to TTC and its affiliates under the Aldrich Support Agreement, the Aldrich Funding Agreement provides that TTC will provide the funds to Aldrich so that Aldrich, in turn, may indemnify TTC or any other affiliate.⁷³ A substantially similar provision appears in the Murray Funding Agreement that enables Murray, in the event of insufficient cash distributions from ClimateLabs, to receive funding from Trane so that Murray may, in turn, indemnify Trane or any other affiliate.⁷⁴

⁶⁹ Aldrich Support Agreement (ACC Ex. 77).

⁷⁰ Murray Support Agreement (ACC Ex. 211).

⁷¹ Aldrich Support Agreement (ACC Ex. 77) § 3.

⁷² Murray Support Agreement (ACC Ex. 211) § 3.

⁷³ Aldrich Funding Agreement (ACC Ex. 13), at DEBTORS_00003822 (clause (f) in the definition of “Permitted Funding Use”).

⁷⁴ Murray Funding Agreement (ACC Ex. 86), at DEBTORS_00004102 (clause (f) in the definition of “Permitted Funding Use”); *see also* Kuehn Dep. 308:14-309:5 (acknowledging the “circularity” of the Funding Agreements: “Q. [I]f Trane Technologies Company LLC is the entity being sued for an asbestos claim, it will seek indemnification from Aldrich Pump, who, if it does not have sufficient funds, will go right back to Trane Technologies Company LLC for that payment, is that correct? . . . A. Yes, that’s my understanding.”); Tananbaum Dep. 217:20-219:12 (stating that clause (f) includes “a permitted funding use for the debtor seeking funding from its sister affiliate . . . for the debtor to satisfy an indemnification obligation that it owes to said affiliate” if the debtors’ funds are insufficient to cover its indemnification obligations).

30. As this Court found, the “Support Agreements’ indemnity provisions, when coupled with the Funding Agreements, create a potential circular transfer of funds between the Debtors and New TTC/New Trane. Thus, the Support Agreements are unorthodox transactions with no apparent business purpose (apart from aiding this bankruptcy case and securing injunctive relief . . .).”⁷⁵

31. The Support Agreements differ from the previous iterations seen in *Bestwall* and *DBMP* insofar as the indemnification obligations run not only to the sister affiliates of the Debtors—here, TTC and new Trane—but also to their other affiliates.

C. Secondment Agreement and Services Agreements

32. The Court’s Findings and Conclusions stated: “Creating two companies with no employees [*i.e.*, Aldrich and Murray] evidences the fact that Aldrich and Murray were simply inert vessels designed to carry their predecessors’ asbestos liabilities into bankruptcy.”⁷⁶

33. With no operating business and employees of their own, Aldrich and Murray entered into a secondment agreement with TTC, whereby three in-house lawyers were seconded to them.⁷⁷ With the retirement of one of the lawyers, the number of seconded employees was reduced to two: Allan Tananbaum, the Debtors’ chief legal officer, and Robert H. Sands, an in-house attorney.⁷⁸

34. In further support of these non-operating Debtors, TTC entered into separate services agreements with Aldrich and Murray, whereby TTC provides strategic administration, finance, tax, and legal services to them.⁷⁹

⁷⁵ Court’s Findings and Conclusions ¶ 85.

⁷⁶ *Id.* ¶ 87.

⁷⁷ ACC Ex. 105.

⁷⁸ ACC Ex. 107, at 2; Hr’g Tr. 89:2-5, May 5, 2021 (Tananbaum Direct).

⁷⁹ See ACC Ex. 61, at DEBTORS_00003282; ACC Ex. 101, at DEBTORS_00003669.

V. SHARED OFFICERS AND BOARD MEMBERS

35. In addition to the two seconded lawyers, the Debtors each have officers who are employees within the Trane plc enterprise group and a board of managers composed of current and former employees of the Debtors' affiliates.⁸⁰

a. Manlio Valdes, who serves as president of the Debtors, is also Vice President Product Management, The Americas, Trane Commercial HVAC, at TTC.

b. Ray Pittard, who serves as vice president of the Debtors, is also the Transformation Office Leader at Trane plc.

c. Amy Roeder, who serves as chief financial officer and treasurer of the Debtors, is also Finance Director–Information Technology & Legal at TTC.

d. Allan Tananbaum, who is the Debtors' chief legal officer and secretary, also serves as Deputy General Counsel–Product Litigation at TTC.⁸¹

36. Mr. Valdes and Ms. Roeder also serve on each Debtor's three-person board of managers.⁸² The remaining member of the Aldrich board, Robert Zafari, and the remaining member of the Murray board, Marc DuFour, were employees within the Trane organization before their retirements.⁸³

VI. UPSTREAMING OF CASH BY NONDEBTOR AFFILIATES

37. [REDACTED]

[REDACTED]

⁸⁰ ACC Ex. 107, at 3; Turtz Dep. 157:11-158:7, Apr. 5, 2021.

⁸¹ ACC Ex. 107, at 3.

⁸² *Id.*

⁸³ *Id.*; Turtz Dep. 157:11-158:7.

⁸⁴ Nondebtor Affiliates 30(b)(6) Dep. 74:11-17 (Kuehn).

[REDACTED]

38. The distributions made as part of Trane plc’s “cash management strategy and other company initiatives” have been substantial.⁹¹ In December 2017, former Trane made a distribution to its then-direct parent, Trane Inc., in the amount of \$586.9 million.⁹² Similarly, in December 2018 and December 2019, former Trane made distributions to Trane Inc. in the amounts of \$1.1 billion and \$740.7 million, respectively.⁹³ In April 2020, within a matter of days or weeks before the Corporate Restructuring, former Trane made a distribution to Trane Inc. in the amount of \$2.3

⁸⁵ *Id.* at 74:17-19; Hr’g Tr. 533:20-534:2, May 7, 2021 (Kuehn Cross-Exam).

⁸⁶ Nondebtor Affiliates 30(b)(6) Dep. 134:8-18 (Kuehn); Hr’g Tr. 534:10-20, May 7, 2021 (Kuehn Cross-Exam).

⁸⁷ Nondebtor Affiliates 30(b)(6) Dep. 134:19-25 (Kuehn).

⁸⁸ *Id.* at 135:2-10; *see also* Hr’g Tr. 534:25-535:5, May 7, 2021 (Kuehn Cross-Exam).

⁸⁹ Nondebtor Affiliates 30(b)(6) Dep. 135:11-14 (Kuehn).

⁹⁰ *Id.* at 135:15-20.

⁹¹ ACC Ex. 224.

⁹² *Id.*

⁹³ *Id.*

billion.⁹⁴ Also in April 2020, within a matter of days or weeks before the Corporate Restructuring, Ingersoll-Rand (now TTC) made a distribution to its then-direct parent, Trane Technologies Global Holding Company, in the amount of \$4.1 billion.⁹⁵

39. There is no evidence to suggest that such distributions have stopped while the Debtors have been in chapter 11. Indeed, there is evidence to the contrary: Richard Daudelin, the Nondebtor Affiliates' treasurer, testified at the preliminary injunction proceeding that Trane plc paid quarterly dividends to its shareholders for each quarter of 2020.⁹⁶ Similarly, according to a February 4, 2021 press release, Trane plc's board of directors authorized an 11% increase to its quarterly dividend payable on March 31, 2021, and "Trane [plc] has paid consecutive quarterly dividends on its common shares *since 1919* and annual dividends *since 1910*."⁹⁷ In a recent 10-Q filing, dated May 5, 2021 (the first day of the preliminary injunction hearing), Trane plc stated that it expects "to pay a competitive *and growing* dividend" and that the quarterly dividend has been increased from \$0.53 to \$0.59 per ordinary share, or \$2.36 per share annualized.⁹⁸ With 239,147,507 ordinary shares outstanding as of April 23, 2021,⁹⁹ that annualized sum of \$2.36 per share translates to 2021 quarterly dividends totaling approximately \$564,388,117. In addition, the quarterly dividend announced in February of this year was "paid in March 2021 and the second quarter dividend was declared in April 2021 and will be paid in June 2021."¹⁰⁰

⁹⁴ *Id.*

⁹⁵ *Id.*

⁹⁶ Daudelin Dep. 91:23-94:19; 95:6-11.

⁹⁷ *Trane Technologies Increases Dividend 11% and Authorizes New \$2 Billion Share Repurchase Program*, TRANE TECHNOLOGIES PLC (Feb. 4, 2021) (emphasis added), <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>.

⁹⁸ Trane Technologies plc 10-Q for Quarterly Period Ended Mar. 31, 2021, at 33, May 5, 2021, <https://sec.report/Document/0001466258-21-000088/#tt-20210331.htm> (emphasis added).

⁹⁹ *Id.* (cover page).

¹⁰⁰ *Id.*

RELIEF REQUESTED

40. The Committee requests entry of an order substantively consolidating the bankruptcy estate of Aldrich with nondebtor TTC and the bankruptcy estate of Murray with nondebtor Trane, *nunc pro tunc* to the Petition Date or, in the alternative, a declaration that the unconscionable nature of the various intercompany agreements among the Debtors, TTC, and Trane—including, importantly, the plans of divisional merger, the Funding Agreements, and the Support Agreements—require the reallocation of the asbestos liabilities of Aldrich and Murray to TTC and Trane, respectively.

ARGUMENT

I. SUBSTANTIVE CONSOLIDATION IS A LONGSTANDING EQUITABLE REMEDY PREDATING THE BANKRUPTCY CODE

41. Substantive consolidation “treats separate legal entities as if they were merged into a single survivor left with all the cumulative assets and liabilities (save for inter-entity liabilities, which are erased). The result is that claims of creditors against separate debtors morph to claims against the consolidated survivor.” *In re Genesis Health Ventures, Inc.*, 402 F.3d 416, 423 (3d Cir. 2005). The remedy of substantive consolidation is “a construct of federal common law” and “emanates from equity.” *In re Owens Corning*, 419 F.3d 195, 205 (3d Cir. 2005), *as amended* (Aug. 23, 2005), *as amended* (Sept. 2, 2005), *as amended* (Oct. 12, 2005), *as amended* (Nov. 1, 2007); *see also In re Auto-Train Corp.*, 810 F.2d 270, 276 (D.C. Cir. 1987) (stating that substantive consolidation is available “by virtue of the[] general equitable powers” of the federal courts); *In re Owner Mgmt. Serv., LLC Trustee Corps*, 530 B.R. 711, 723 (Bankr. C.D. Cal. 2015) (“Substantive consolidation is an independent equitable remedy that the bankruptcy court may impose under appropriate circumstances.”), *aff’d sub nom. OMS, LLC v. Bank of Am., N.A.*, No. CV 15-3876-R, 2015 WL 12712307 (C.D. Cal. Nov. 6, 2015). “Courts have consistently found

the authority for substantive consolidation in the bankruptcy court's general equitable powers as set forth in 11 U.S.C. § 105(a).” *FDIC v. Colonial Realty Co.*, 966 F.2d 57, 59 (2d Cir. 1992).

42. “The remedy [of substantive consolidation] ha[s] its antecedents in other principles of general equity jurisprudence—piercing of the corporate veil, ‘alter ego’ liability, and the like.” *In re Petters Co.*, 506 B.R. 784, 792 (Bankr. D. Minn. 2013) (citing *Owens Corning*, 419 F.3d at 205-06). But, unlike those antecedents, substantive consolidation is specific to bankruptcy and “does not exist outside the context of a bankruptcy proceeding.” *In re LLS Am., LLC*, No. 09-06194-PCW11, 2011 WL 4005447, at *3 (Bankr. E.D. Wash. Sept. 8, 2011), *aff’d*, Nos. EW-11-1524-DHPa, EW-11-1550-DHPa, 09-06194-PCW11, 2012 WL 2042503 (B.A.P. 9th Cir. June 5, 2012).

43. “Although not expressly provided for in the Bankruptcy Code, . . . [substantive consolidation] has been a tool utilized by bankruptcy courts . . . [operating under] the Bankruptcy Act of 1898.” *Id.* Its origin has been traced to the Supreme Court’s decision in *Sampsell v. Imperial Paper & Color Corp.*, 313 U.S. 215 (1941). In *Sampsell*, an individual debtor formed a corporation and transferred substantially all of his assets to it prior to bankruptcy. After the debtor entered bankruptcy, the trustee sought to have the nondebtor corporation’s assets marshaled “for the benefit of the creditors of the bankrupt estate.” *Id.* at 216. The bankruptcy referee found that “the transfer of the property to the corporation was not in good faith but was made for the purpose of placing the property beyond the reach of . . . [the debtor’s] creditors . . . and that the corporation was formed for the purpose of hindering, delaying and defrauding his creditors.” *Id.* at 216-17. “The referee accordingly ordered that the property of the corporation was property of the bankrupt estate and that it be administered for the benefit of the creditors of the estate.” *Id.* at 217. Because this order “consolidating the estates” was not appealed, the Court in *Sampsell* did not have occasion

to review the order but instead addressed the relative priorities of the creditors' claims. Nevertheless, since the order consolidating the corporation and the debtor's estate "was not reversed, the doctrine of substantive consolidation was effectively born."¹⁰¹ Since that time, courts—including the Fourth Circuit—have invoked the remedy of substantive consolidation. *See, e.g., Stone v. Eacho*, 127 F.2d 284, 288 (4th Cir. 1942) (reversing lower court's denial of substantive consolidation and noting that consolidation was necessary so that "all the creditors receive that equality of treatment which it is the purpose of the bankruptcy act to afford").¹⁰²

44. *Sampsell* is significant in at least three respects. First, the decision shows that substantive consolidation is an equitable remedy predating the Bankruptcy Code. Because nothing in the Bankruptcy Code purports to address substantive consolidation one way or the other, the remedy remains available even though the Code does not expressly authorize it. *See Midlantic Nat'l Bank v. N.J. Dep't of Env't Prot.*, 474 U.S. 494, 501 (1986) ("The normal rule of statutory construction is that if Congress intends for legislation to change the interpretation of a judicially created concept, it makes that intent specific." (citation omitted)). Second, *Sampsell* shows that substantive consolidation is not confined to "alter ego" and "mere instrumentality" cases but rather may be adapted and applied to disparate situations, including those involving putative fraudulent transfers. Third, *Sampsell* shows that the remedy is not limited to consolidating debtors but can also be invoked to consolidate debtors and nondebtor entities. Since *Sampsell*, numerous courts have permitted substantive consolidation of debtors and nondebtors. *See, e.g., In re Clark*, 548 B.R. 246, 249 (B.A.P. 9th Cir. 2016), *aff'd*, 692 F. App'x 946 (9th Cir. 2017); *In re Bonham*, 229 F.3d 750, 765 (9th Cir. 2000); *Auto-Train Corp.*, 810 F.2d at 275; *In re Munford, Inc.*, 115 B.R.

¹⁰¹ 2 William L. Norton III, *Norton Bankruptcy Law and Practice* 3d § 21:3 (2021) (footnotes omitted).

¹⁰² *See also In re Com. Envelope Mfg. Co.*, No. 76 B 2354, 1977 WL 182366, at *1 (S.D.N.Y. Aug. 22, 1977) (first known use of the term "substantive consolidation").

390, 395-96 (Bankr. N.D. Ga. 1990); *In re Tureaud*, 59 B.R. 973, 974, 978 (N.D. Okla. 1986).¹⁰³

This Court should do the same here.

II. SUBSTANTIVE CONSOLIDATION IS JUSTIFIED UNDER ANY OF THE LEADING, CIRCUIT-LEVEL STANDARDS

45. There are no statutorily prescribed standards for substantive consolidation, and “courts have not developed a clear legal standard governing when the doctrine is to be applied.” 2 COLLIER ON BANKRUPTCY ¶ 105.09[2]. Instead, the substantive consolidation analysis is highly fact-specific: “as to substantive consolidation, precedents are of little value, thereby making each analysis on a case-by-case basis.” *In re Crown Mach. & Welding, Inc.*, 100 B.R. 25, 27-28 (Bankr. D. Mont. 1989); *see also Colonial Realty Co.*, 966 F.2d at 61 (stating that substantive consolidation analysis requires “a searching review of the record, on a case-by-case basis”); *In re Eagle-Picher Indus., Inc.*, 192 B.R. 903, 905 (Bankr. S.D. Ohio 1996) (noting that substantive consolidation cases “turn on their individual facts”). Although the Fourth Circuit has not yet weighed in with its own standard for substantive consolidation, three leading standards have emerged from other courts of appeals. This Court may grant substantive consolidation under any of these three standards.

A. Substantive Consolidation Is Warranted Under the First Prong of the *Augie/Restivo* and *Owens Corning* Standards

46. The first and second standards are substantially similar and were articulated by the Second Circuit and the Third Circuit in *In re Augie/Restivo Baking Co.*, 860 F.2d 515 (2d Cir. 1988) and *Owens Corning*, 419 F.3d 195, respectively. In *Augie/Restivo*, the Second Circuit

¹⁰³ *See also In re S & G Fin. Servs. of S. Fla., Inc.*, 451 B.R. 573, 582 (Bankr. S.D. Fla. 2011) (denying motion to dismiss substantive consolidation motion and holding that “it is well within this Court’s equitable powers to allow substantive consolidation of entities under appropriate circumstances, whether or not all of those entities are debtors in bankruptcy”); *In re Logistics Info. Sys., Inc.*, 432 B.R. 1, 12 (D. Mass. 2010) (observing that “the great weight of cases supports the authority of bankruptcy courts to order substantive consolidation of debtors and non-debtors”).

identified “two critical factors” for substantive consolidation: “(i) whether creditors dealt with the entities as a single economic unit and ‘did not rely on their separate identity in extending credit,’ or (ii) whether the affairs of the debtors are so entangled that consolidation will benefit all creditors.” *Augie/Restivo Baking Co.*, 860 F.2d at 518 (citations omitted).¹⁰⁴ In *Owens Corning*, the Third Circuit enunciated a similar set of factors:

In our Court what must be proven (absent consent) concerning the entities for whom substantive consolidation is sought is that (i) prepetition they disregarded separateness so significantly their creditors relied on the breakdown of entity borders and treated them as one legal entity, or (ii) postpetition their assets and liabilities are so scrambled that separating them is prohibitive and hurts all creditors.

Owens Corning, 419 F.3d at 211 (footnotes omitted).

47. Here, substantive consolidation is justified under the first prong of the *Augie/Restivo* and *Owens Corning* tests. Before the Corporate Restructuring, TTC and Aldrich not only were “treated” or “dealt with” as one legal entity but actually *were* one legal entity—namely, Ingersoll-Rand. In addition, Trane and Murray were one legal entity in the form of old Trane. Before the Corporate Restructuring, creditors could not have relied on the separate identity of Aldrich or Murray because Aldrich and Murray did not exist. Asbestos claimants and non-asbestos creditors alike looked to Ingersoll-Rand and old Trane to satisfy the debts and obligations to them. Asbestos claimants, in particular, named Ingersoll-Rand and old Trane as defendants in their complaints.¹⁰⁵ And, because Ingersoll-Rand and old Trane pursued a settlement strategy in lawsuits that could not be quickly dismissed, Ingersoll-Rand and old Trane were parties to

¹⁰⁴ A number of courts have adopted or utilized the *Augie/Restivo* standard, including the Ninth Circuit. *See, e.g., Bonham*, 229 F.3d 750; *In re Gyro-Trac (USA), Inc.*, 441 B.R. 470, 487 (Bankr. D.S.C. 2010); *In re World Access, Inc.*, 301 B.R. 217, 272 (Bankr. N.D. Ill. 2003).

¹⁰⁵ *E.g.*, DEBTORS_00009043, at DEBTORS_00009046-9049 (naming, *inter alia*, Ingersoll-Rand Company and Trane U.S., Inc. as defendants), attached hereto as **Exhibit 1**.

settlements in those lawsuits, and asbestos plaintiffs looked to them for compensation in connection with those settlements.¹⁰⁶

B. Substantive Consolidation Is Warranted Under the *Auto-Train* Standard

48. The third standard was articulated by the D.C. Circuit in *Auto-Train Corp.*, 810 F.2d 270. Under *Auto-Train*, the proponent of substantive consolidation “must show not only a substantial identity between the entities to be consolidated, but also that consolidation is necessary to avoid some harm or to realize some benefit.” *Id.* at 276 (citations omitted). The First Circuit, the Eighth Circuit, and the Eleventh Circuit each adopted a standard derived from *Auto-Train*. *See, e.g., Boellner v. Dowden*, 612 F. App’x 399, 401 (8th Cir. 2015); *In re Hemingway Transp., Inc.*, 954 F.2d 1, 11 n.15 (1st Cir. 1992); *Eastgroup Props. v. Southern Motel Ass’n, Ltd.*, 935 F.2d 245, 249 (11th Cir. 1991).

1. There is substantial identity between the Debtors and their Nondebtor Affiliates

49. Prior to the Corporate Restructuring, which occurred only 49 days before the Petition Date, Aldrich and TTC were one legal entity—namely, Ingersoll-Rand. And Murray and “new” Trane were also one entity: “old” Trane. Thus, the identity between the Debtors and the Nondebtor Affiliates was more than “substantial”; they were one and the same.

50. Even after the Corporate Restructuring, the Debtors and Nondebtor Affiliates remain part of the same enterprise group and are indirect subsidiaries of the same parent holding company, Trane plc. In addition, TTC is an indirect parent of Trane and Murray. The Debtors’ only “employees” are two in-house lawyers seconded from TTC. What is more, the Debtors each have officers who are employees within the Trane plc enterprise group and a board of managers

¹⁰⁶ *E.g.*, DEBTORS_00050827 (Ingersoll-Rand), attached hereto as **Exhibit 2**; DEBTORS_00051082 (Trane), attached hereto as **Exhibit 3**.

composed of current and retired employees of the Debtors' affiliates.¹⁰⁷ Under the Services Agreements, TTC provides strategic administration, finance, tax, and legal services to Aldrich and Murray.¹⁰⁸ Through the Funding Agreements, TTC and Trane are purportedly backstopping the chapter 11 administrative expenses of the Debtors, an arrangement analogous to a related-party guaranty. The Funding Agreements also oblige the Nondebtor Affiliates to fund any § 524(g) trusts established in the Debtors' bankruptcy cases if the Debtors have insufficient assets to fund the trusts on their own. The Debtors are required to indemnify TTC and Trane for any asbestos liabilities allocated to the Debtors in the Corporate Restructuring.¹⁰⁹ Yet, if cash distributions from the Debtors' operating subsidiaries are insufficient to allow the Debtors to pay their indemnification obligations to the Nondebtor Affiliates, the Funding Agreements provide that the Nondebtor Affiliates will supply funds to the Debtors so that the Debtors may, in turn, indemnify the Nondebtor Affiliates.

51. In sum, the Debtors are not standalone companies with business operations of their own. Rather, they are special purpose entities that were formed specifically for these bankruptcy cases, are under common ownership, and are reliant on services and financial support from the Nondebtor Affiliates. Moreover, the "division" of Ingersoll-Rand into two entities and of old Trane into two entities pertains to only one class of creditors: the asbestos claimants. From the standpoint of non-asbestos creditors, shareholders, and other stakeholders, it has been "business

¹⁰⁷ ACC Ex. 107, at 3; Turtz Dep 157:11-158:7.

¹⁰⁸ See ACC Ex. 61, at DEBTORS_00003282; ACC Ex. 101, at DEBTORS_00003669.

¹⁰⁹ In the preliminary injunction proceeding, the Debtors sought to stay asbestos lawsuits against the Nondebtor Affiliates on the basis that the Debtors' insurance rights and indemnification obligations to the Nondebtor Affiliates would make the Debtors the "real-party defendant" in those lawsuits. PI Motion at 27. In making this assertion, the Debtors effectively acknowledge the substantial identity between the Nondebtor Affiliates and them.

as usual,” even after the Corporate Restructuring and the chapter 11 filings.¹¹⁰ But the Debtors and Nondebtor Affiliates cannot have it both ways: they cannot claim “corporate separateness” as to asbestos claimants by virtue of the newly formed Aldrich and Murray, while telling the rest of the world that there has been essentially no change. For these reasons, substantial identity between the Debtors and Nondebtor Affiliates persists even after the Corporate Restructuring.

2. *Consolidation is necessary to avoid inequitable treatment of asbestos creditors*

52. “The purpose of substantive consolidation is ‘to insure the equitable treatment of all creditors.’” *Eastgroup Props.*, 935 F.2d at 248 (quoting *In re Murray Indus.*, 119 B.R. 820, 830 (Bankr. M.D. Fla. 1990)); *see also Colonial Realty Co.*, 966 F.2d at 61 (noting that the “sole aim” of substantive consolidation is “fairness to all creditors”).¹¹¹ As set forth herein, the Corporate Restructuring and bankruptcy filings have resulted in inequitable treatment of, and therefore harm to, asbestos creditors by artificially and structurally subordinating them, not only to non-asbestos unsecured creditors but also to equity holders. Substantive consolidation can remedy the harm done to asbestos claimants by putting them once again on equal footing with non-asbestos unsecured creditors and making them senior to equity holders.

53. The Corporate Restructuring and subsequent bankruptcy filings have structurally subordinated, and undermined the recourse of, asbestos creditors. Before the Corporate Restructuring, asbestos claimants who prevailed in their lawsuits would have been able to fix a

¹¹⁰ *See, e.g.*, ACC Ex. 18 (emails dated December 2019 describing TTC and Trane’s operations post-Corporate Restructuring as “business as usual”). *See also* Hr’g Tr. 402:19-23, May 6, 2021 (Diaz Direct); Kuehn Dep. 235:11-236:8; 237:3-13; Nondebtor Affiliates 30(b)(6) Dep. 59:25-60:16 (Kuehn).

¹¹¹ *See also Bonham*, 229 F.3d at 764; *In re Bashas’ Inc.*, 437 B.R. 874, 928 (Bankr. D. Ariz. 2010) (stating that “the primary purpose of substantive consolidation is to ensure the equitable treatment of creditors”); *In re Brentwood Golf Club, LLC*, 329 B.R. 802, 811 (Bankr. E.D. Mich. 2005) (“The purpose of the substantive consolidation is the equitable distribution of a debtor’s property among all of its creditors.”); *In re ADPT DFW Holdings, LLC*, 574 B.R. 87, 96 (Bankr. N.D. Tex. 2017) (emphasizing that “the sole purpose of substantive consolidation is to ensure the equitable treatment of all creditors” (quoting *Augie/Restivo Baking Co.*, 860 F.2d at 518)).

judgment lien on all of Ingersoll-Rand's and Trane's assets. After the Corporate Restructuring, the recourse of asbestos claimants became limited to a certain amount of cash, certain insurance rights, equity interests in 200 Park and ClimateLabs, and two unsecured and contingent contracts (the Funding Agreements). Instead of having direct recourse against all the former assets of Ingersoll-Rand and Trane, asbestos claimants must now depend on the Debtors' rights under the Funding Agreements and the Debtors' willingness to press those rights successfully given the contingent nature of TTC's and Trane's obligations to pay thereunder.¹¹² As a result of the bankruptcy filings, asbestos lawsuits are stayed. The non-asbestos creditors of TTC and Trane, in contrast, are not stayed. Free to conduct "business as usual"¹¹³ without the oversight and creditor protections that accompany a bankruptcy filing, TTC and Trane are paying those creditors in the ordinary course of business.¹¹⁴

54. Despite the importance of the Funding Agreements to the Debtors and the Corporate Restructuring, the Debtors do not have fundamental protections (such as guaranties and collateral security from the Nondebtor Affiliates, Trane plc, or any other affiliate) to preserve the Funding Agreements—allegedly the Debtors' most valuable assets—and secure TTC's and Trane's contractual obligations thereunder.

55. Equity holders are also being paid ahead of asbestos creditors and thus benefit from the scheme fashioned by Ingersoll-Rand and Trane. As a result of the Corporate Restructuring, the Nondebtor Affiliates, especially new Trane, are free to engage in "cash management" practices that upstream substantial earnings to the parent holding companies. From 2017 through April

¹¹² Hr'g Tr. 400:8-404:4, May 6, 2021 (Diaz Direct).

¹¹³ ACC Ex. 18 (emails dated December 2019 describing TTC and Trane's operations post-Corporate Restructuring as "business as usual").

¹¹⁴ Hr'g Tr. 399:11-400:7; 401:15-18, May 6, 2021 (Diaz Direct).

2020, Ingersoll-Rand and Trane paid their parent companies distributions *totaling close to \$9 billion*.¹¹⁵

56. The upstreaming of cash has continued while the Debtors have been in chapter 11. Trane plc and its predecessors have paid consecutive quarterly and annual dividends on their common shares for over a century.¹¹⁶ Trane plc paid quarterly and annual dividends to its shareholders in 2020, and dividends for the first and second quarters of 2021. In addition, Trane plc will be paying its shareholders this year quarterly dividends *in excess of \$564 million*—money that might otherwise go to compensating asbestos victims.¹¹⁷ Since new Trane and its operating subsidiaries account for approximately \$8 billion of the \$12.5 billion in revenue generated by the enterprise group, one cannot rule out Trane as the principal source of cash for these handsome dividends.

57. Had the Nondebtor Affiliates filed chapter 11, they would have been unable to upstream cash to their parent companies because of the absolute priority rule. But the Corporate Restructuring has spared the Nondebtor Affiliates the “inconvenience” of abiding by the absolute priority rule and paying *all* creditors first.

58. If the benefits and protections of the automatic stay and chapter 11 are to be attained, the entirety of the TTC and Trane businesses—not just the pieces that were carved out of TTC and Trane in the Corporate Restructuring—should be made subject to chapter 11. This would ensure equitable treatment of all creditors. “It has been a cardinal principle of bankruptcy law from the beginning that its effects do not normally benefit those who have not themselves ‘come into’ the bankruptcy court with their liabilities *and* all their assets” *In re Venture Props., Inc.*,

¹¹⁵ See *supra* para. 38.

¹¹⁶ See *supra* para. 39.

¹¹⁷ See *id.*

37 B.R. 175, 177 (Bankr. D.N.H. 1984), *quoted in Robbins v. Chase Manhattan Bank, N.A.*, No. 93-0063-H, 1994 WL 149597, at *6 (W.D. Va. Apr. 4, 1994). Substantive consolidation will uphold this cardinal principle of bankruptcy by bringing assets intentionally left out of bankruptcy into these chapter 11 cases. Substantive consolidation will effectively undo the Corporate Restructuring and put a stop to efforts of the Debtors and Nondebtor Affiliates to isolate their unwanted asbestos creditors in chapter 11 and single them out for unfair and discriminatory treatment. By granting substantive consolidation, this Court will fulfill the doctrine's central purpose of ensuring that all creditors are treated equitably.

III. EQUITY SUPPORTS SUBSTANTIVE CONSOLIDATION

59. As substantive consolidation is a remedy rooted in equity, “courts have broad discretion in determining whether to substantively consolidate bankruptcy cases.” *Gyro-Trac (USA), Inc.*, 441 B.R. at 487 (citing 2 COLLIER ON BANKRUPTCY ¶ 105.09[d][2] (16th ed. 2010)). In exercising its equitable discretion, this Court should consider the following facts and circumstances that tip the balance in favor of substantive consolidation:

60. *First*, similar to what occurred in *Sampsell*, the Corporate Restructuring placed virtually all the assets of Ingersoll-Rand and Trane beyond the reach of asbestos creditors.¹¹⁸ The formation of Aldrich and Murray, along with a bankruptcy filing 49 days later, is an intentional effort to hinder and delay the asbestos claimants. The March 2020 Project Omega communications plan demonstrates the intention: “We will isolate the Asbestos liabilities into stand alone entities and will take the entities bankrupt.”¹¹⁹ And the Court's Findings and Conclusions determined that

¹¹⁸ The Corporate Restructuring separated 99% of Ingersoll-Rand's and 98% of old Trane's assets from their asbestos liabilities. Hr'g Tr. 394:1-3; 396:11-18, May 6, 2021 (Diaz Direct).

¹¹⁹ ACC Ex. 192, at TRANE_00014949. Project Omega members also expected and planned for a long-term bankruptcy prior to the Corporate Restructuring, which they estimated would last five or more years. *Id.* (stating on March 5, 2020 that the Debtors expected to stay in bankruptcy for 5 to 8 years); ACC Ex. 18, at TRANE_00006711 (stating on December 4, 2019 that bankruptcy was estimated to last 2 to 5 years).

the Corporate Restructuring and subsequent chapter 11 filings were not “undertaken for the benefit of the asbestos claimants. Rather, these bankruptcies were designed to isolate the asbestos claimants from the overall corporate enterprise and strand them in bankruptcy until such time as they agree to a Section 524(g) plan.”¹²⁰

61. As a result of the Corporate Restructuring, asbestos claimants do not have the same degree of recourse against Aldrich and Murray that they had against Ingersoll-Rand and Trane.¹²¹ The Funding Agreements do not cure this problem because TTC’s and Trane’s funding obligations thereunder are unsecured and conditional, and the Funding Agreements do not protect asbestos claimants from further asset transfers or divisional mergers. Instead of having direct recourse against the former assets of Ingersoll-Rand and Trane, asbestos claimants must now depend on the Debtors’ willingness to assert their rights under the Funding Agreements, which is untenable given the Debtors’ hostility to asbestos claimants and their dependence on Nondebtor Affiliates. In ruling on the PI Motion, this Court noted that the divisional mergers appear to have “had a material, negative effect on the asbestos claimants’ ability to recover on their claims. Thus, an action to contest the mergers and the exclusive allocation of all asbestos claims to Aldrich and Murray appears to be a viable cause.”¹²² The Court’s observations are entirely correct for the reasons explained herein, and substantive consolidation not only is a viable cause but a necessary remedy.

62. *Second*, the Corporate Restructuring was an abuse of the Texas statute under which it was implemented. The divisional merger law was never intended as a device to disadvantage creditors the way the Debtors and their cohorts have done here. Indeed, the Texas legislature made

¹²⁰ Court’s Findings and Conclusions ¶ 121.

¹²¹ *Id.* ¶ 174 (“As a result of the 2020 Corporate Restructuring, . . . [the assets of old Ingersoll-Rand and former Trane] were placed beyond the reach of asbestos creditors, and recovery was made dependent on the Debtors’ willingness to press their rights under these Funding Agreements.”).

¹²² *Id.* ¶ 176.

a conscious decision to include a provision in the Texas Business Organizations Code—section 10.901—that preserves all “rights of . . . creditor[s] under existing laws,” notwithstanding any other provision in that Code, including the divisional merger provisions. TEX. BUS. ORGS. CODE § 10.901. The purpose of section 10.901 is to protect creditors from companies that use the divisional merger law to impact creditor rights.¹²³ By allocating all of the asbestos liability to one company and moving the valuable operating assets to another, the Debtors’ predecessors used the divisional merger law in an untenable and egregious manner.¹²⁴

63. *Third*, as a result of the Corporate Restructuring, asbestos claimants are facing Debtors that have no operating business and are inadequately capitalized. The Debtors have no businesses to reorganize or rehabilitate in chapter 11. And, according to the Debtors’ own metrics, the Debtors’ assets (without the unsecured and contingent Funding Agreements) are already insufficient, as they are less than their asbestos liabilities.¹²⁵ In sum, the Corporate Restructuring and subsequent bankruptcy filings constitute a legal strategy to disadvantage asbestos victims and gain leverage over them, with the expectation that—as claims remain unpaid, victims die, memories fade, and legal rights and remedies are lost—the asbestos claimants and their attorneys will eventually knuckle under and settle for 524(g) trust funding that would be far less than

¹²³ According to one of the primary authors of the Texas divisional merger statute, the preservation of creditor rights was meant for the scenario where “in a merger with multiple survivors, the parties allocate a creditor’s claim to an inadequately capitalized or insolvent corporation.” Curtis Huff, *The New Texas Business Corporation Act Merger Provisions*, 21 ST. MARY’S L.J. 109, 133 (1989).

¹²⁴ Reorganizations like the Corporate Restructuring have been described as “egregious” usages of the Texas statute by at least one commentator. See Cliff Ernst, *Steps to Accomplish a Divisional Merger*, in DEVISIVE [sic] MERGERS: HOW TO DIVIDE AN ENTITY INTO TWO OR MORE ENTITIES UNDER A MERGER AUTHORIZED BY THE TEXAS BUSINESS ORGANIZATION CODE, 2016 WL 10610449 (Tex. 2016) (“[O]ne could certainly imagine an egregious situation where all assets were allocated to one party to the merger and all liabilities were allocated to another party without assets . . .”).

¹²⁵ See, e.g., Court’s Findings and Conclusions ¶ 174 (“Without monies obtained under the Funding Agreements, each Debtor lacks the ability to pay its current asbestos claims and future demands.”).

warranted in light of the extensive asbestos liabilities. This is the epitome of inequitable and discriminatory treatment of asbestos creditors that this Court of equity should not countenance.

64. Substantive consolidation is therefore necessary to cure this unjust state of affairs. Substantive consolidation will ensure that asbestos claimants are once again on par with other unsecured creditors and have priority over equity holders, instead of being structurally subordinated to both. Through substantive consolidation, Ingersoll-Rand's and Trane's former assets will once again be housed within the same entities holding the Ingersoll-Rand and Trane asbestos liabilities. Substantive consolidation will thus uphold the cardinal principle that debtors must enter bankruptcy not only with their liabilities but *all* of their assets. And substantive consolidation will halt the parent companies' siphoning of enormous cash sums out of TTC and Trane. That will put these chapter 11 cases on a footing for a more seasonable exit through a consensual 524(g) plan, instead of prolonged and costly litigation on ancillary issues.

IV. THIS COURT SHOULD GRANT *NUNC PRO TUNC* RELIEF

65. This Court should exercise its discretion to order substantive consolidation *nunc pro tunc* to the Petition Date. *See Bonham*, 229 F.3d at 771 (affirming a bankruptcy court's order of substantive consolidation *nunc pro tunc* based on the "discretion of the bankruptcy court to determine in light of the equitable nature of substantive consolidation whether *nunc pro tunc* consolidation should be ordered"). Retroactive relief will allow these chapter 11 cases to move forward from where they should have started: with all the assets and liabilities housed in single entities on the Petition Date. It will also enable representatives of the consolidated estates to avoid and recover, as unauthorized postpetition transfers, cash that has been upstreamed from TTC and Trane since the Petition Date. And representatives of the consolidated estates will also be in a position to claw back potentially billions of dollars taken out of Ingersoll-Rand and old Trane before the Petition Date. For these reasons, *nunc pro tunc* relief is warranted.

V. ALTERNATIVELY, THE COURT SHOULD REALLOCATE THE ASBESTOS LIABILITIES ASSIGNED IN THE CORPORATE RESTRUCTURING FROM ALDRICH TO TTC AND MURRAY TO TRANE

66. The intercompany agreements drafted in support of the Corporate Restructuring—most notably, the plans of divisional merger, the Funding Agreements, and the Support Agreements—are unconscionable contracts because they improperly structurally subordinate the asbestos claimants while simultaneously elevating former Ingersoll-Rand and old Trane’s non-asbestos unsecured creditors and equity holders. Each of these documents unreasonably favors the Nondebtor Affiliates by (a) assigning all of the asbestos liability of former Ingersoll-Rand and old Trane to the Debtors and freeing the Nondebtor Affiliates from burdensome asbestos-related payments; (b) requiring the Debtors to indemnify the Nondebtor Affiliates for any asbestos-related liabilities paid by the Nondebtor Affiliates; (c) providing that the Funding Agreements are only backstops designed to pay out to the Debtors only if the Debtors’ own assets are insufficient; and (d) limiting the entities able to enforce payment from the Funding Agreements to the Debtors.

67. The structure of the Corporate Restructuring deprived the Debtors of any meaningful input regarding the negotiation and execution of the intercompany agreements. As previously detailed, the board members and officers of the Nondebtor Affiliates and the Debtors are intertwined and hopelessly conflicted, and there was no possibility that the Debtors reached a voluntary and independent meeting of the minds as it related to the Corporate Restructuring, the plans of divisional merger, or the supporting intercompany agreements. Essentially, TTC and Trane contracted with themselves and even used the same legal counsel *now representing the Debtors* to effectuate the divisional merger.

68. Therefore, the plans of divisional merger and the supporting intercompany agreements each should be deemed unenforceable and the asbestos-related liabilities should be assigned to the Nondebtor Affiliates.

CONCLUSION

For the reasons stated above, the Committee requests that this Court (i) enter the order substantially in the form annexed hereto as **Exhibit A**, and (ii) grant such other and further relief as this Court deems just and appropriate.

Respectfully submitted,

HAMILTON STEPHENS STEELE
+ MARTIN, PLLC

/s/ Glenn C. Thompson

Glenn C. Thompson (Bar No. 37221)
525 North Tryon Street, Suite 1400
Charlotte, North Carolina 28202
Telephone: (704) 344-1117
Facsimile: (704) 344-1483
Email: gthompson@lawhssm.com

*Local Counsel for the Official Committee of
Asbestos Personal Injury Claimants*

CAPLIN & DRYSDALE, CHARTERED
Kevin C. Maclay (admitted *pro hac vice*)
Todd E. Phillips (admitted *pro hac vice*)
Jeffrey A. Liesemer (admitted *pro hac vice*)
One Thomas Circle NW, Suite 1100
Washington, DC 20005
Telephone: (202) 862-5000
Facsimile: (202) 429-3301
Email: kmaclay@capdale.com
tphillips@capdale.com
jliesemer@capdale.com

*Counsel to the Official Committee of Asbestos
Personal Injury Claimants*

ROBINSON & COLE LLP
Natalie D. Ramsey (admitted *pro hac vice*)
Davis Lee Wright (admitted *pro hac vice*)
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
Email: nramsey@rc.com
dwright@rc.com

*Counsel to the Official Committee
of Asbestos Personal Injury Claimants*

David Neier (admitted *pro hac vice*)
Carrie V. Hardman (admitted *pro hac vice*)
WINSTON & STRAWN LLP
200 Park Avenue
New York, NY 10166
Telephone: (212) 294-6700
Fax: (212) 294-4700
Email: dneier@winston.com
chardman@winston.com

*Special Litigation Counsel to the Official
Committee of Asbestos Personal Injury
Claimants*

Dated: October 18, 2021

EXHIBIT 1



**Service of Process
Transmittal**

05/20/2020

CT Log Number 537688929

TO: Johnette Davenport
Flowserve Corporation
5215 N O Connor Blvd Ste 2300
Irving, TX 75039-5418

RE: Process Served in Illinois

FOR: Flowserve US Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: WANDA M. HELLMER, Special Administrator of the ESTATE OF DAVID C. HELLMER, SR.,
DECEASED, PLTF. vs. A.O. SMITH CORPORATION, ET AL., DFTS. // TO: FLOWSERVE US
INC.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # 2020L000345

NATURE OF ACTION: Asbestos Litigation - Fatal Injury/Wrongful Death

ON WHOM PROCESS WAS SERVED: C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE: By Process Server on 05/20/2020 at 12:47

JURISDICTION SERVED : Illinois

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT has retained the current log, Retain Date: 05/20/2020, Expected Purge Date:
05/25/2020

Image SOP

Email Notification, Tiffiney Rogers trogers@flowserve.com

Email Notification, Andrea Santa Maria asantamaria@smsm.com

Email Notification, Johnette Davenport JDavenport@flowserve.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201

For Questions: 866-665-5799
SouthTeam2@wolterskluwer.com



PROCESS SERVER DELIVERY DETAILS

Date: Wed, May 20, 2020

Server Name: Nicholas Currie

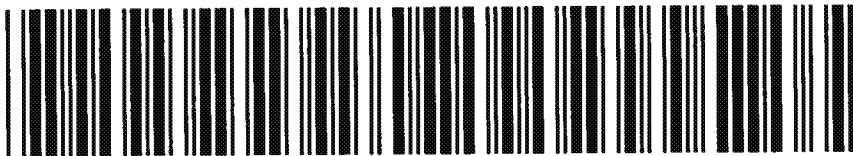
Location: Chicago, IL-CHI

Entity Served FLOWSERVE US INC.

Agent Name C T CORPORATION SYSTEM

Case Number 2020L 000345

Jurisdiction IL-CHI



19-0074M LRW/dg

STATE OF ILLINOIS)
) §
COUNTY OF MADISON)

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

WANDA M. HELLMER, Special Administrator of the
Estate of DAVID C. HELLMER, SR., Deceased,

Plaintiff,

vs.

A.O. SMITH CORPORATION, et al.

Defendants.

No. 20 L 000345

SUMMONS

Defendant: FLOWSERVE US INC., f/k/a FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRITCH PUMP COMPANY, R/A: C.T. Corporation System, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604

YOU ARE HEREBY SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, in the office of the Clerk of this Court within 30 days after service of this summons, exclusive of the day of service. IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF PRAYED IN THE COMPLAINT.

Officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement thereon of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

WITNESS: MARK VON NIDA, the Clerk of the Circuit Court and the seal
thereof at Edwardsville, Illinois. 5/6/2020 4:20 PM

Name: COONEY & CONWAY
Attorneys for: Plaintiff(s)
Address: 120 N. LaSalle Street, Suite 1400
City/State/Zip: Chicago, IL 60602
Telephone: (312) 236-6166



/s/ Mark Von Nida
Clerk of the Circuit Court
Witness, _____, 2020
Clerk of Court

Date of Service: _____, 2020
(To be inserted by Officer on copy left with Defendant or other person)

19-0074M LRW/ms

STATE OF ILLINOIS)
) §
COUNTY OF MADISON)

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

WANDA M. HELLMER, Special Administrator of the
Estate of DAVID C. HELLMER, SR., Deceased,

Plaintiff,

vs.

A.O. SMITH CORPORATION;
A.W. CHESTERTON COMPANY;
AFC-HOLCROFT, LLC, Individually, and as Successor-in-
Interest to HOLCROFT;
AFC-HOLCROFT, LLC, Individually, and as Successor-in-
Interest to PACIFIC INDUSTRIAL FURNACE
COMPANY (PIFCO);
AIR & LIQUID SYSTEMS CORPORATION, as Successor-
by-Merger to BUFFALO PUMPS, INC.;
AMERON INTERNATIONAL CORPORATION,
Individually, and as Successor-in-Interest to
BONDSTRAND, LTD.;
AMERON INTERNATIONAL CORPORATION;
ARKEMA, INC., Individually and as Successor-in-
Interest to PENNWALT CORPORATION;
ARMSTRONG INTERNATIONAL, INC.;
ARMSTRONG PUMPS, INC.;
AURORA PUMP COMPANY;
BASF CORPORATION;
BEAZER EAST, INC., formerly known as KOPPERS
COMPANY, INC.;
BMI REFRACTORY SERVICES, INC., Successor-in-
Interest to ADIENCE, INC.;
BORGWARNER MORSE TEC LLC, Successor-by-Merger
to BORG-WARNER CORPORATION;
BRYAN STEAM CORPORATION;
BURNHAM, LLC, f/k/a BURNHAM BOILER CO.;
BW/IP, INC.;
CARRIER CORPORATION, a Delaware Corporation;
CBS CORPORATION, a Delaware Corporation, f/k/a
VIACOM INC., Successor by Merger to CBS
CORPORATION, a Pennsylvania Corporation,
f/k/a WESTINGHOUSE ELECTRIC
CORPORATION;

IN RE: ASBESTOS LITIGATION

NO:
2020L 000345

CHAMPLAIN CABLE CORPORATION, Individually, and
as Successor-in-Interest to AMERICAN SUPER
TEMPERATURE WIRE, Successor-in-Interest to
HAVEG INDUSTRIES, INC. and Successor-by-
Merger to HAVEG CORPORATION;
CHICAGO GASKET COMPANY;
CHICAGO-WILCOX MANUFACTURING COMPANY;
CLEAVER-BROOKS, INC.;
COMPUDYNE CORPORATION, Successor by Merger to
YORK-SHIPLEY, INC.;
COPES-VULCAN, INC.;
CRANE CO.;
CROWN, CORK AND SEAL, USA, INC.;
DANA COMPANIES, LLC;
DAP, INC.;
DEZURIK, INC.;
ELECTROLUX HOME PRODUCTS, INC., as Successor-in-
Interest to BLAW-KNOX CONSTRUCTION
EQUIPMENT MANUFACTURING
CORPORATION;
F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION;
FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust,
as Successor to the former VELLUMOID
Division of FEDERAL-MOGUL;
FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust,
as Successor to FELT-PRODUCTS
MANUFACTURING CO.;
FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP.,
Individually, and as Successor-in-Interest to
ALDRICH PUMP COMPANY;
FLOWSERVE US INC., as Successor-in-Interest to
DURAMETALLIC CORPORATION;
FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP.,
Individually, and as Successor-in-Interest to
THE EDWARD VALVE AND MANUFACTURING
COMPANY, and as Successor-In-Interest to
ROCKWELL MANUFACTURING COMPANY;
FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP.,
Individually, and as Successor-in-Interest to
DURCO PUMPS;
FMC CORPORATION, Individually, and as Successor-in-
Interest to CHICAGO PUMP COMPANY;
FMC CORPORATION;
FOSECO, INC.;
FOSTER WHEELER ENERGY CORPORATION;
GARDNER DENVER, INC., Individually, and as
Successor-in-Interest to NASH ENGINEERING
COMPANY;
GARDNER DENVER, INC.;
GENERAL ELECTRIC COMPANY;
GENUINE PARTS CO.;

GOULDS PUMPS, INC.;
GREENE, TWEED & CO.;
GRINNELL, LLC;
H.B. FULLER COMPANY;
HOWDEN BUFFALO, INC.;
IMO INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY;
INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES,
INC.;
INTERLINE BRANDS, INC., Individually and as
Successor-in-Interest to WILMAR INDUSTRIES,
INC.;
ITT CORPORATION f/k/a BELL & GOSSETT PUMP
COMPANY;
ITT CORPORATION, Individually, and as Successor-in-
Interest to HOFFMAN SPECIALTY;
ITT INDUSTRIES, INC., Individually, and as Successor-in-
Interest to McDonnell & Miller, Inc.;
J.A. SEXAUER, INC., A NEW YORK CORPORATION;
JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY;
JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY
TECHNOLOGIES, LLC;
KELSEY-HAYES COMPANY;
LINDBERG;
MARSHALL ENGINEERED PRODUCTS COMPANY, LLC;
McMASTER-CARR SUPPLY COMPANY;
METROPOLITAN LIFE INSURANCE CO.;
PARKER-HANNIFIN CORPORATION;
PHARMACIA LLC f/k/a PHARMACIA CORPORATION
f/k/a MONSANTO COMPANY;
PNEUMO-ABEX, as Successor-in-Interest to ABEX
CORPORATION;
RIC-WIL, INC.;
RILEY POWER, INC.;
ROGER ZATKOFF COMPANY;
RUST ENGINEERING AND CONSTRUCTION, INC.;
SEALITE, INC.;
SEPCO CORP.;
SPENCE ENGINEERING COMPANY, INC.;
SPIRAX SARCO, INC.;
SPRINKMANN SONS CORPORATION OF WISCONSIN;
STANDARD FUEL ENGINEERING COMPANY;
STERLING FLUID SYSTEMS (USA) LLC;
SURFACE COMBUSTION, INC.;
TACO, INC.;
TENNECO, INC.;
THIEM CORPORATION and its Division, UNIVERSAL
REFRACTORIES COMPANY;
TRANE U.S., INC.;
TWIN CITY CLARAGE, INC.;
UNION CARBIDE CORPORATION;

UNION PUMPS COMPANY f/k/a David Brown Union
Pump Company;
UNIROYAL, INC.;
WARREN PUMPS, LLC;
WATTS REGULATOR COMPANY;
WEIL-MCLAIN;
WELTON RUBBER COMPANY, Individually, and as
Successor-In-Interest to WELTON RUBBER AND
ASBESTOS COMPANY;
WILMAR INDUSTRIES, INC., Individually and Successor-
in-Interest to SEXAUER, INC.;
WTI-RUST HOLDINGS, INC. f/k/a RUST
INTERNATIONAL, INC., a Delaware Corporation
in their own right, and as Successor-in-Interest
to M.W. KELLOGG COMPANY and SWINDELL
RUST DIVISION;
YUBA HEAT TRANSFER, LLC;
ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.,

Defendants.

COMPLAINT AT LAW

COUNT 1

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY and CONWAY, and for her cause of action against the Defendants, individually and concurrently, states:

1. The Plaintiff, WANDA M. HELLMER, resides in South Lyon, Michigan.
2. The Plaintiff is the duly appointed Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, pursuant to an Order of the Circuit Court of Madison County, Illinois.
3. Plaintiff brings this action pursuant to 740 ILCS 180/1-et seq.
4. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs:

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

5. The Plaintiff's Decedent, DAVID C. HELLMER, SR., was employed from 1958 to 1979 in various capacities, including Pipefitter and Steamfitter, at various locations.

6. During the course of his employment, non-occupational work projects (including, but not limited to, home and automotive repairs, maintenance and remodeling) and/or in other ways, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was exposed to and inhaled, ingested or otherwise absorbed asbestos fibers emanating from certain products that he worked with and around which were manufactured, sold, distributed, marketed or installed by the Defendants: A.W. CHESTERTON COMPANY; CRANE CO.; H.B. FULLER COMPANY; UNION CARBIDE CORPORATION; UNIROYAL, INC.; CROWN, CORK AND SEAL, USA, INC.; JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY; DANA COMPANIES, LLC; FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former VELLUMOID Division of FEDERAL-MOGUL; FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.; SEPSCO CORP.; PARKER-HANNIFIN CORPORATION; CHICAGO GASKET COMPANY; GREENE, TWEED & CO.; FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION; DAP, INC.; INGERSOLL-RAND COMPANY; GOULDS PUMPS, INC.; STERLING FLUID SYSTEMS (USA) LLC; FMC CORPORATION; GARDNER DENVER, INC.; JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC; IMO INDUSTRIES, INC.; BW/IP, INC.; AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.; ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY; AURORA PUMP COMPANY; FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS; ARMSTRONG PUMPS, INC.; TACO, INC.; FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY; ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY; WARREN PUMPS, LLC; ARMSTRONG INTERNATIONAL, INC.; SPIRAX SARCO, INC.; GENERAL ELECTRIC COMPANY; CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION; FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY;

GRINNELL, LLC; DEZURIK, INC.; MARSHALL ENGINEERED PRODUCTS COMPANY, LLC; SPENCE ENGINEERING COMPANY, INC.; COPE-S-VULCAN, INC.; FOSTER WHEELER ENERGY CORPORATION; RILEY POWER, INC.; CLEAVER-BROOKS, INC.; A.O. SMITH CORPORATION; TRANE U.S., INC.; ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.; WEIL-MCLAIN; BURNHAM, LLC, f/k/a BURNHAM BOILER CO.; YUBA HEAT TRANSFER, LLC; CARRIER CORPORATION, a Delaware Corporation; BRYAN STEAM CORPORATION; COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.; HOWDEN BUFFALO, INC.; TWIN CITY CLARAGE, INC.; BEAZER EAST, INC., formerly known as KOPPERS COMPANY, INC.; THIEM CORPORATION and its Division, UNIVERSAL REFRACTORIES COMPANY; FOSECO, INC.; LINDBERG; SURFACE COMBUSTION, INC.; RUST ENGINEERING AND CONSTRUCTION, INC.; WTI-RUST HOLDINGS, INC. f/k/a RUST INTERNATIONAL, INC., a Delaware Corporation in their own right, and as Successor-in-Interest to M.W. KELLOGG COMPANY and SWINDELL RUST DIVISION; PNEUMO-ABEX, as Successor-in-Interest to ABEX CORPORATION; BORGWARNER MORSE TEC LLC, Successor-by-Merger to BORG-WARNER CORPORATION; GENUINE PARTS CO.; TENNECO, INC.; SPRINKMANN SONS CORPORATION OF WISCONSIN; BMI REFRACTORY SERVICES, INC., Successor-in-Interest to ADIENCE, INC.; McMASTER-CARR SUPPLY COMPANY; AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT; AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to PACIFIC INDUSTRIAL FURNACE COMPANY (PIFCO); AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.; AMERON INTERNATIONAL CORPORATION; CHAMPLAIN CABLE CORPORATION, Individually, and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION; CHICAGO-WILCOX MANUFACTURING COMPANY; ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION; F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION; FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY; GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY; INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.; INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR

INDUSTRIES, INC.; ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.; J.A. SEXAUER, INC., A NEW YORK CORPORATION; RIC-WIL, INC.; ROGER ZATKOFF COMPANY; SEALITE, INC.; STANDARD FUEL ENGINEERING COMPANY; UNION PUMPS COMPANY f/k/a David Brown Union Pump Company; WATTS REGULATOR COMPANY; WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY; WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC. ("Defendants"). (See Exhibit "A" Attached Hereto)

7. At all times herein set forth, the Defendants' products were being used in the manner and for the purposes for which they were intended.

8. DAVID C. HELLMER, SR.'s exposure to and inhalation, ingestion or absorption of the asbestos fibers emanating from the above-mentioned products was foreseeable and could or should have been anticipated by the Defendants.

9. The Defendants knew or should have known that the asbestos fibers contained in their products had a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them.

10. The Plaintiff's Decedent, DAVID C. HELLMER, SR., suffered from an asbestos-related disease, including Mesothelioma, and became aware of said disease on or about January 9, 2019, and, subsequently thereto, became aware that the same was wrongfully caused.

11. At all times herein relevant, the Defendants had a duty to exercise reasonable care and caution for the safety of the Plaintiff's Decedent and others working with and around the asbestos-containing products of the Defendants.

12. The Defendants failed to exercise ordinary care and caution for the safety of DAVID C. HELLMER, SR. in one or more of the following respects:

- (a) Included asbestos in their products, even though it was foreseeable and could or should have been anticipated that persons such as DAVID C. HELLMER, SR. working with or around them would inhale, ingest or otherwise absorb asbestos;

- (b) Included asbestos in their products when the Defendants knew or should have known that said asbestos fibers would have a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them;
- (c) Included asbestos in their products when adequate substitutes for the asbestos in them was available;
- (d) Failed to provide any or adequate warnings to persons working with and around the products of the dangers of inhaling, ingesting or otherwise absorbing the asbestos fibers contained in them;
- (e) Failed to provide any or adequate instructions concerning the safe methods of working with and around the products, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers in them;
- (f) Failed to conduct tests on the asbestos-containing products manufactured, sold, delivered or installed by the Defendants in order to determine the hazards to which workers such as DAVID C. HELLMER, SR. might be exposed while working with the products;
- (g) Marketed and/or distributed a product containing asbestos fibers;
- (h) Failed to provide instruction as to what appropriate apparel, if any, would be safe to wear while using and/or working in proximity to the Defendants' products;
- (i) Failed to develop alternative, non-asbestos containing products in a timely manner;
- (j) Failed to inform users that asbestos containing products caused asbestosis and cancer in laboratory animals and humans; and,
- (k) Failed to provide safe packaging for its products.

13. That as a direct and proximate result of one or more of the foregoing acts or omissions on the part of the defendants, DAVID C. HELLMER, SR. was exposed to and inhaled, ingested or otherwise absorbed asbestos fibers causing DAVID C. HELLMER, SR. to develop Mesothelioma, which ultimately led to his death on March 2, 2019; DAVID C. HELLMER, SR., prior to his death, was compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of his asbestos-induced disease and conditions; DAVID C. HELLMER, SR. prior to his death, experienced great physical pain and mental anguish as a result of the inhalation, ingestion and absorption of said asbestos fibers; that as a further result of his asbestos-induced disease and conditions, DAVID C. HELLMER, SR. was hindered and prevented from pursuing his normal course of employment, thereby losing large sums of money which otherwise would have accrued to him and his estate; further, by reason of the death of DAVID C. HELLMER, SR., his family has been deprived of his means of support and has lost the society of DAVID C. HELLMER, SR.; lastly, substantial sums of money were expended by DAVID C. HELLMER, SR.'s Estate for funeral and burial.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendants, in an amount in excess of jurisdictional amount, plus costs.

COUNT 2

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY and CONWAY, and for her cause of action against the Defendants, states:

1-13. Plaintiff adopts and re-alleges paragraphs 1-13 of Count 1 as paragraphs 1-13 of Count 2 as though fully set forth herein.

14. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

15. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of, the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendants, in an amount in excess of jurisdictional amount, plus costs.

COUNT 3

(PREMISES LIABILITY)

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT, alleges and says:

1. The Defendant, AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT, owned, operated, managed, maintained and controlled the premises located at Holcroft & Company (Livonia, MI) from 1964 to 1979.

2. The Defendant was and is doing business within the State of Illinois and has established the necessary minimal contacts within the State of Illinois.

3. At the said times and places, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was lawfully on the premises owned and operated by the Defendant.

4. At all times complained of herein, the Defendant had a duty to exercise reasonable care in the ownership and maintenance of its premises so that those lawfully invited upon the premises, including the Plaintiff's Decedent, would not be injured.

5. At the time and places aforesaid, the Plaintiff's Decedent, due to the negligence of the Defendant, as will be more specifically alleged hereinafter, was caused to work with and/or around asbestos and friable asbestos-containing products and was frequently and regularly exposed to friable asbestos materials while upon the defendant's premises.

6. Notwithstanding its duties at said times and places, the Defendant was then and there guilty of one or more of the following wrongful acts and/or omissions:

- (a) Carelessly and negligently permitted friable asbestos containing products to be used on its premises, when it knew, or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos;
- (b) Carelessly and negligently failed to provide any or any adequate warnings of the dangers of asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos, and that the Plaintiff's Decedent did not know of said dangers;
- (c) Otherwise, carelessly and negligently allowed the Plaintiff's Decedent to be exposed to asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos and that the Plaintiff's Decedent was being exposed to asbestos on its premises;
- (d) Otherwise carelessly and negligently failed to exercise reasonable care for the safety of those lawfully upon its premises, including the Plaintiff's Decedent.

7. The said frequent and regular exposure to asbestos dust and asbestos fibers on the Defendant's premises has directly and proximately caused the Plaintiff's Decedent, DAVID C. HELLMER, SR., to develop an asbestos-related disease, specifically, Mesothelioma, and these injuries were not discovered until January 9, 2019, and which caused his death on March 2, 2019.

8. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

9. By reason of the wrongful death of the Plaintiff's Decedent, the aforesaid next-of-kin have been caused to suffer great pecuniary losses and have been deprived of valuable service which the Deceased, DAVID C. HELLMER, SR., was accustomed to perform but for his death.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT, in an amount in excess of the jurisdictional amount.

COUNT 4

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT, alleges and says:

1-7. Plaintiff adopts and re-alleges paragraphs 1-7 of Count 3 as paragraphs 1-7 of Count 4 as though fully set forth herein.

8. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

9. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT, in an amount in excess of jurisdictional amount, plus costs.

COUNT 5

(PREMISES LIABILITY)

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, BASF CORPORATION, alleges and says:

1. The Defendant, BASF CORPORATION, owned, operated, managed, maintained and controlled the premises located at Wyandotte Chemical (a/k/a BASF) (Wyandotte, MI) from 1964 to 1979.

2. The Defendant was and is doing business within the State of Illinois and has established the necessary minimal contacts within the State of Illinois.

3. At the said times and places, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was lawfully on the premises owned and operated by the Defendant.

4. At all times complained of herein, the Defendant had a duty to exercise reasonable care in the ownership and maintenance of its premises so that those lawfully invited upon the premises, including the Plaintiff's Decedent, would not be injured.

5. At the time and places aforesaid, the Plaintiff's Decedent, due to the negligence of the Defendant, as will be more specifically alleged hereinafter, was caused to work with and/or around asbestos and friable asbestos-containing products and was frequently and regularly exposed to friable asbestos materials while upon the defendant's premises.

6. Notwithstanding its duties at said times and places, the Defendant was then and there guilty of one or more of the following wrongful acts and/or omissions:

- (a) Carelessly and negligently permitted friable asbestos containing products to be used on its premises, when it knew, or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos;
- (b) Carelessly and negligently failed to provide any or any adequate warnings of the dangers of asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos, and that the Plaintiff's Decedent did not know of said dangers;
- (c) Otherwise, carelessly and negligently allowed the Plaintiff's Decedent to be exposed to asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos and that the Plaintiff's Decedent was being exposed to asbestos on its premises;
- (d) Otherwise carelessly and negligently failed to exercise reasonable care for the safety of those lawfully upon its premises, including the Plaintiff's Decedent.

7. The said frequent and regular exposure to asbestos dust and asbestos fibers on the Defendant's premises has directly and proximately caused the Plaintiff's Decedent, DAVID C. HELLMER, SR., to develop an asbestos-related disease, specifically, Mesothelioma, and these injuries were not discovered until January 9, 2019, and which caused his death on March 2, 2019.

8. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR.,

Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

9. By reason of the wrongful death of the Plaintiff's Decedent, the aforesaid next-of-kin have been caused to suffer great pecuniary losses and have been deprived of valuable service which the Deceased, DAVID C. HELLMER, SR., was accustomed to perform but for his death.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, BASF CORPORATION, in an amount in excess of the jurisdictional amount.

COUNT 6

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, BASF CORPORATION, alleges and says:

1-7. Plaintiff adopts and re-alleges paragraphs 1-7 of Count 5 as paragraphs 1-7 of Count 6 as though fully set forth herein.

8. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

9. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, BASF CORPORATION, in an amount in excess of jurisdictional amount, plus costs.

(PREMISES LIABILITY)

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, PHARMACIA LLC f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, alleges and says:

1. The Defendant, PHARMACIA LLC f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, owned, operated, managed, maintained and controlled the premises located at Monsanto Chemical Plant (Detroit/Trenton, MI) from 1964 to 1979.

2. The Defendant was and is doing business within the State of Illinois and has established the necessary minimal contacts within the State of Illinois.

3. At the said times and places, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was lawfully on the premises owned and operated by the Defendant.

4. At all times complained of herein, the Defendant had a duty to exercise reasonable care in the ownership and maintenance of its premises so that those lawfully invited upon the premises, including the Plaintiff's Decedent, would not be injured.

5. At the time and places aforesaid, the Plaintiff's Decedent, due to the negligence of the Defendant, as will be more specifically alleged hereinafter, was caused to work with and/or around asbestos and friable asbestos-containing products and was frequently and regularly exposed to friable asbestos materials while upon the defendant's premises.

6. Notwithstanding its duties at said times and places, the Defendant was then and there guilty of one or more of the following wrongful acts and/or omissions:

- (a) Carelessly and negligently permitted friable asbestos containing products to be used on its premises, when it knew, or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos;

- (b) Carelessly and negligently failed to provide any or any adequate warnings of the dangers of asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos, and that the Plaintiff's Decedent did not know of said dangers;
- (c) Otherwise, carelessly and negligently allowed the Plaintiff's Decedent to be exposed to asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos and that the Plaintiff's Decedent was being exposed to asbestos on its premises;
- (d) Otherwise carelessly and negligently failed to exercise reasonable care for the safety of those lawfully upon its premises, including the Plaintiff's Decedent.

7. The said frequent and regular exposure to asbestos dust and asbestos fibers on the Defendant's premises has directly and proximately caused the Plaintiff's Decedent, DAVID C. HELLMER, SR., to develop an asbestos-related disease, specifically, Mesothelioma, and these injuries were not discovered until January 9, 2019, and which caused his death on March 2, 2019.

8. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

9. By reason of the wrongful death of the Plaintiff's Decedent, the aforesaid next-of-kin have been caused to suffer great pecuniary losses and have been deprived of valuable service which the Deceased, DAVID C. HELLMER, SR., was accustomed to perform but for his death.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, PHARMACIA LLC f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, in an amount in excess of the jurisdictional amount.

COUNT 8

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, PHARMACIA LLC f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, alleges and says:

1-7. Plaintiff adopts and re-alleges paragraphs 1-7 of Count 7 as paragraphs 1-7 of Count 8 as though fully set forth herein.

8. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

9. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, PHARMACIA LLC f/k/a PHARMACIA CORPORATION f/k/a MONSANTO COMPANY, in an amount in excess of jurisdictional amount, plus costs.

COUNT 9

(PREMISES LIABILITY)

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, ARKEMA, INC., Individually and as Successor-in-Interest to PENNWALT CORPORATION, alleges and says:

1. The Defendant, ARKEMA, INC., Individually and as Successor-in-Interest to PENNWALT CORPORATION, owned, operated, managed, maintained and controlled the premises located at Pennsalt Chemical Plant (Wyandotte, MI) from 1964 to 1979.

2. The Defendant was and is doing business within the State of Illinois and has established the necessary minimal contacts within the State of Illinois.

3. At the said times and places, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was lawfully on the premises owned and operated by the Defendant.

4. At all times complained of herein, the Defendant had a duty to exercise reasonable care in the ownership and maintenance of its premises so that those lawfully invited upon the premises, including the Plaintiff's Decedent, would not be injured.

5. At the time and places aforesaid, the Plaintiff's Decedent, due to the negligence of the Defendant, as will be more specifically alleged hereinafter, was caused to work with and/or around asbestos and friable asbestos-containing products and was frequently and regularly exposed to friable asbestos materials while upon the defendant's premises.

6. Notwithstanding its duties at said times and places, the Defendant was then and there guilty of one or more of the following wrongful acts and/or omissions:

- (a) Carelessly and negligently permitted friable asbestos containing products to be used on its premises, when it knew, or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos;
- (b) Carelessly and negligently failed to provide any or any adequate warnings of the dangers of asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos, and that the Plaintiff's Decedent did not know of said dangers;
- (c) Otherwise, carelessly and negligently allowed the Plaintiff's Decedent to be exposed to asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos and that the Plaintiff's Decedent was being exposed to asbestos on its premises;
- (d) Otherwise carelessly and negligently failed to exercise reasonable care for the safety of those lawfully upon its premises, including the Plaintiff's Decedent.

7. The said frequent and regular exposure to asbestos dust and asbestos fibers on the Defendant's premises has directly and proximately caused the Plaintiff's Decedent, DAVID C. HELLMER, SR., to develop an asbestos-related disease, specifically, Mesothelioma, and these injuries were not discovered until January 9, 2019, and which caused his death on March 2, 2019.

8. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR.,
Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

9. By reason of the wrongful death of the Plaintiff's Decedent, the aforesaid next-of-kin have
been caused to suffer great pecuniary losses and have been deprived of valuable service which the
Deceased, DAVID C. HELLMER, SR., was accustomed to perform but for his death.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C.
HELLMER, SR., Deceased, demands judgment against the Defendant, ARKEMA, INC., Individually and as
Successor-in-Interest to PENNWALT CORPORATION, in an amount in excess of the jurisdictional amount.

COUNT 10

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C.
HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the
Defendant, ARKEMA, INC., Individually and as Successor-in-Interest to PENNWALT CORPORATION, alleges
and says:

1-7. Plaintiff adopts and re-alleges paragraphs 1-7 of Count 9 as paragraphs 1-7 of Count 10
as though fully set forth herein.

8. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C.
HELLMER, SR., Deceased.

9. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the
disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of the aforesaid
wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, ARKEMA, INC., Individually and as Successor-in-Interest to PENNWALT CORPORATION, in an amount in excess of jurisdictional amount, plus costs.

COUNT 11

(PREMISES LIABILITY)

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, KELSEY-HAYES COMPANY, alleges and says:

1. The Defendant, KELSEY-HAYES COMPANY, owned, operated, managed, maintained and controlled the premises located at Kelsey-Hayes Plant (Detroit, MI) from 1959 to 1964.
2. The Defendant was and is doing business within the State of Illinois and has established the necessary minimal contacts within the State of Illinois.
3. At the said times and places, the Plaintiff's Decedent, DAVID C. HELLMER, SR., was lawfully on the premises owned and operated by the Defendant.
4. At all times complained of herein, the Defendant had a duty to exercise reasonable care in the ownership and maintenance of its premises so that those lawfully invited upon the premises, including the Plaintiff's Decedent, would not be injured.
5. At the time and places aforesaid, the Plaintiff's Decedent, due to the negligence of the Defendant, as will be more specifically alleged hereinafter, was caused to work with and/or around asbestos and friable asbestos-containing products and was frequently and regularly exposed to friable asbestos materials while upon the defendant's premises.
6. Notwithstanding its duties at said times and places, the Defendant was then and there guilty of one or more of the following wrongful acts and/or omissions:

- (a) Carelessly and negligently permitted friable asbestos containing products to be used on its premises, when it knew, or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos;
- (b). Carelessly and negligently failed to provide any or any adequate warnings of the dangers of asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos, and that the Plaintiff's Decedent did not know of said dangers;
- (c) Otherwise, carelessly and negligently allowed the Plaintiff's Decedent to be exposed to asbestos when it knew or in the exercise of ordinary care, should have known of the dangerous, deadly and carcinogenic propensities of asbestos and that the Plaintiff's Decedent was being exposed to asbestos on its premises;
- (d) Otherwise carelessly and negligently failed to exercise reasonable care for the safety of those lawfully upon its premises, including the Plaintiff's Decedent.

7. The said frequent and regular exposure to asbestos dust and asbestos fibers on the Defendant's premises has directly and proximately caused the Plaintiff's Decedent, DAVID C. HELLMER, SR., to develop an asbestos-related disease, specifically, Mesothelioma, and these injuries were not discovered until January 9, 2019, and which caused his death on March 2, 2019.

8. WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

9. By reason of the wrongful death of the Plaintiff's Decedent, the aforesaid next-of-kin have been caused to suffer great pecuniary losses and have been deprived of valuable service which the Deceased, DAVID C. HELLMER, SR., was accustomed to perform but for his death.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, KELSEY-HAYES COMPANY, in an amount in excess of the jurisdictional amount.

COUNT 12

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendant, KELSEY-HAYES COMPANY, alleges and says:

1-7. Plaintiff adopts and re-alleges paragraphs 1-7 of Count 11 as paragraphs 1-7 of Count 12 as though fully set forth herein.

8. WANDA M. HELLMER is the duly appointed Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

9. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendant, KELSEY-HAYES COMPANY, in an amount in excess of jurisdictional amount, plus costs.

COUNT 13

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendants, PNEUMO-ABEX, as Successor-in-Interest to Abex Corporation and METROPOLITAN LIFE INSURANCE CO., alleges and says:

1. DAVID C. HELLMER, SR. contracted Mesothelioma as a result of his exposure to asbestos.
2. Before Plaintiff's Decedent worked with Defendants' products at the aforesaid jobsites, each of the Defendants knew that exposure to asbestos caused serious disease and death.
3. Asbestos was present, and rendered airborne, at the aforesaid jobsites.

4. Unarco Industries, Inc., Johns-Manville Corporation, Johns-Manville Sales Corporation, Raymark Industries, Inc. (formerly Raybestos-Manhattan, Inc.), Owens Corning, Pittsburgh Corning Corporation, United States Gypsum and T & N Ltd., are corporations, and they, or their corporate predecessors, were during the time relevant to the allegations herein, in the business of manufacturing and distributing asbestos and asbestos-containing products.

5. Defendant, PNEUMO-ABEX, as Successor-in-Interest to Abex Corporation, is a corporation and was, during the times relevant to the allegations herein, itself or through predecessors, in the business of manufacturing and distributing asbestos-containing products.

6. Defendant, METROPOLITAN LIFE INSURANCE COMPANY, is a corporation.

7. Hereafter "Conspirators" refers to each of the corporations named in paragraphs 4 through 6.

8. DAVID C. HELLMER, SR. was exposed to asbestos, including asbestos from one or more of the Conspirators.

9. Exposure to asbestos is a cause of serious disease and death, including asbestosis and malignancies.

10. The Mesothelioma from which DAVID C. HELLMER, SR. suffered is an invisible injury which resulted from the total and cumulative effect of all the asbestos to which he was exposed.

11. Before DAVID C. HELLMER, SR.'s exposure to asbestos, Conspirators knew that exposure to asbestos caused serious disease and death.

12. Conspirators knew that individuals exposed to asbestos were ignorant of the hazardous properties of asbestos.

13. Before and during his exposure to asbestos, DAVID C. HELLMER, SR., was unaware that exposure to asbestos caused serious disease and death.

14. The knowledge of the Conspirators included the following:

- (a) two or more Conspirators had been in the asbestos business for years and had directed manufacturing operations;
- (b) each had actual knowledge of asbestos disease and death among workers exposed to asbestos as early as the 1940's.

15. Conspirators knew that asbestos was inherently dangerous and knew that under the decisional law of Illinois and other states, each was under a duty not to sell asbestos without providing adequate warning of its harmful qualities.

16. Conspirators had employees who were exposed to asbestos dust and each of them had a statutory, regulatory, and decisional law duty to provide their employees with a safe place to work, or at the least, to warn the employees of the hazards presented by the presence of asbestos dust.

17. Conspirators knew that if they adequately warned their own employees and other persons who were at risk of asbestos disease, the publication of such warning would cause workers to leave the industries using asbestos and therefore reduce the sale and usage of asbestos and cause those who were exposed through household and neighborhood exposures to press for the cessation of such exposures.

18. Conspirators knowingly conspired and agreed among themselves to, among others:

- (a) positively assert that which was not true, that it was safe for people to be exposed to asbestos and asbestos-containing products;
- (b) suppress information about the harmful effects of asbestos causing people to be ignorant of that information.

19. One or more of the Conspirators performed the following overt acts in furtherance of the conspiracy:

- (a) sold asbestos products which were used at locations within the state of Illinois, where DAVID C. HELLMER, SR. worked without warning of the hazards known to the seller;

- (b) refused to warn its own employees about the hazards of asbestos known to it; among the employees who were not warned were those who worked within the state of Illinois;
- (c) edited and altered the reports and drafts of publications initially prepared by Dr. Lanza concerning the hazards of asbestos during the 1930's;
- (d) agreed in writing not to disclose the results of research on the effects of asbestos upon health unless the results suited their interests;
- (e) obtained an agreement in the 1930's from the editors of ASBESTOS, the only trade magazine devoted exclusively to asbestos, that the magazine would never publish articles on the fact that exposure to asbestos caused disease, and sustained this agreement into the 1970's;
- (f) suppressed the dissemination of a report by Dr. Gardner in 1943 which was critical of the concept that there was a safe level of asbestos exposure;
- (g) through their control of the Asbestos Textile Institute (ATI), defeated further study of health of workers when William Hemeon graphically demonstrated the need for such study and dissemination of information in the 1940's;
- (h) edited and altered the reports and drafts of publications regarding asbestos and health initially prepared by Dr. Vorwald during 1948-1951;
- (i) suppressed the results of the Fibrous Dust Studies conducted during 1966-74 by Industrial Hygiene Foundation, John-Manville, Raybestos Manhattan, Owens Corning, Pittsburgh Corning Corporation and PPG Industries, which results demonstrate and confirmed that exposure to asbestos caused cancer and asbestosis.

20. The agreement and the acts done in furtherance of the agreement, including those performed in the State of Illinois, were proximate causes of the injury, specifically Mesothelioma, and the death of DAVID C. HELLMER, SR..

21. DAVID C. HELLMER, SR. died on March 2, 2019.

22. The next of kin of Decedent are:

Surviving Heirs

WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

23. DAVID C. HELLMER, SR. was a person of value.

24. As a result of his death, his family and next of kin have suffered a loss of the love, affection, care, attention, comfort, guidance, protection, assistance in rearing children, money, goods, and services which he would have contributed to them had he lived.

25. WANDA M. HELLMER brings this action pursuant to 740 ILCS 180/2 (2005).

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendants, PNEUMO-ABEX, as Successor-in-Interest to Abex Corporation and METROPOLITAN LIFE INSURANCE CO., jointly and severally, in an amount in excess of jurisdictional amount, plus costs.

COUNT 14

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and complaining of the Defendants, PNEUMO-ABEX, as Successor-in-Interest to Abex Corporation and METROPOLITAN LIFE INSURANCE CO., alleges and says:

1-21. Plaintiff repeats and re-alleges paragraphs 1-21 of Count 13 as paragraphs 1-21 of Count 14 as though fully set forth herein.

22. DAVID C. HELLMER, SR. was ill from Mesothelioma for a period before his death.

23. Neither Decedent nor Plaintiff knew or should have known that Decedent had Mesothelioma prior to January 9, 2019.

24. Plaintiff brings this action pursuant to the Illinois Survival Act, 755 ILCS 5/27-6, for the disability, physical and mental suffering of Plaintiff's Decedent following, and as a result of, the aforesaid wrongful acts and/or omissions of each of the Defendants.

WHEREFORE, the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, demands judgment against the Defendants, PNEUMO-ABEX, as Successor-in-Interest to Abex Corporation and METROPOLITAN LIFE INSURANCE CO., jointly and severally, in an amount in excess of jurisdictional amount, plus costs.

Respectfully submitted,

COONEY AND CONWAY

DocuSigned by:

By: _____

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Attorneys for Plaintiff

Lawrence R. Weisler
COONEY AND CONWAY
Attorneys for Plaintiff
120 N. LaSalle Street, 30th Floor
Chicago, IL 60602
ARDC No.: 6284232
lweisler@cooneyconway.com

19-0074M LRW/ms

STATE OF ILLINOIS)
) §
 COUNTY OF MADISON)

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
 MADISON COUNTY, ILLINOIS

WANDA M. HELLMER, Special Administrator of the
 Estate of DAVID C. HELLMER, SR., Deceased,

Plaintiff,

vs.

A.O. SMITH CORPORATION, et al.,

Defendants.

IN RE: ASBESTOS LITIGATION

NO: 2020L 000345

ROUTINE MOTION TO APPOINT SPECIAL ADMINISTRATOR

NOW COMES the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, by and through her attorneys, COONEY AND CONWAY, and moves this Honorable Court for an Order appointing WANDA M. HELLMER, pursuant to Section 2.1 of the Wrongful Death Act (740 ILCS 180/2.1) and the Survival Act of Illinois (755 ILCS/5/27-6), and in support thereof, states as follows:

1. The Plaintiff's Decedent, DAVID C. HELLMER, SR., died on March 2, 2019.
2. The sole asset of DAVID C. HELLMER, SR.'s estate is a cause of action.
3. No petition for letters of office has been filed for his estate.
4. WANDA M. HELLMER is qualified to serve as Special Administrator in this action under the

laws of the State of Illinois.

5. At his death, DAVID C. HELLMER, SR. left the following heirs:


WANDA M. HELLMER	-	Spouse
HEDWIG HELLMER	-	Child
KEN HELLMER	-	Child
MAGDALEN HELLMER	-	Child

6. Pursuant to rule, Plaintiff's counsel has provided notice to the last known address of each of the DAVID C. HELLMER, SR.'s heirs and/or legatees.

WHEREFORE, Plaintiff prays for the entry of an Order appointing WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

Respectfully Submitted,

COONEY AND CONWAY

DocuSigned by:
By: 
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Attorney for Plaintiff

Lawrence R. Weisler
COONEY AND CONWAY
Attorneys for Plaintiff
120 North LaSalle St., 30th Floor
Chicago, IL 60602
(312) 236-6166
ARDC No.: 6284232
lweisler@cooneyconway.com

DocuSign Envelope ID: 2D121DAB-4D23-4E10-8CB3-9E0F7DA035CA

19-0074M LRW/ms

STATE OF ILLINOIS)
) 5
COUNTY OF MADISON)

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

WANDA M. HELLMER, Special Administrator of the
Estate of DAVID C. HELLMER, SR., Deceased,

Plaintiff,

vs.

A.O. SMITH CORPORATION, et al.,

Defendants.

IN RE: ASBESTOS LITIGATION

NO: 20-L-345

FILED
APR 29 2020

CLERK OF CIRCUIT COURT #89
THIRD JUDICIAL CIRCUIT
MADISON COUNTY ILLINOIS

ORDER

THIS CAUSE coming before the Court on a Motion to appoint Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, and it being represented that WANDA M. HELLMER is legally competent to act as Administrator as required by 755 ILCS 5/9-1 of the Illinois Compiled Statutes; pursuant to rule, Plaintiff's counsel has provided notice to the last known address of each of the DAVID C. HELLMER, SR.'s heirs and/or legatees;

IT IS HEREBY ORDERED that WANDA M. HELLMER is appointed Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, for the purpose of prosecuting this cause of action, pursuant to Section 2.1 of the Wrongful Death Act, 740 ILCS 180/2 (2006).

COONEY AND CONWAY
Attorneys for Plaintiff
120 N. LaSalle St., 30th Floor
Chicago, Illinois 60602
(312) 236-6166

April 29th, 2020
ENTERED
Stephen A. Hobbs
JUDGE

19-0074M LRW/ms

STATE OF ILLINOIS)
)§
 COUNTY OF MADISON)

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT
 MADISON COUNTY, ILLINOIS

WANDA M. HELLMER, Special Administrator of
 the Estate of DAVID C. HELLMER, SR., Deceased,

Plaintiff,

No.

vs.

A.O. SMITH CORPORATION, et al.,

2020L 000345

Defendants.

ENTRY OF APPEARANCE

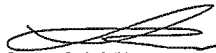
NOW COME Cooney and Conway, Lawrence R. Weisler (IL Bar No. 6284232), Robert J. Cooney, Jr. (IL Bar No. 3122271), William R. Fahey (IL Bar No. 3127912), Kathy Byrne (IL Bar No. 6198739), Michael D. Mulvihill (IL Bar No. 6200677), Michael T. Egan (IL Bar No. 6272173), Timothy G. Martin (IL Bar No. 6286803), Daniel T. Ryan (IL Bar No. 6287262), Charles A. Porretta (IL Bar No. 6207946), David O. Barrett (IL Bar No. 6292344), Matthew J. Adair (IL Bar No. 6298952), Judith Conway (IL Bar No. 6316970), Ryan P. Linsner (IL Bar No. 6309557), Michael C. Cooney (IL Bar No. 6317485), J. Devitt Cooney (6323761), and Megan Fahey Monty (IL Bar No. 6317999) as counsel for the Plaintiff, WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased, and enter their appearances in the above-mentioned cause of action.

Respectfully Submitted,

COONEY AND CONWAY

By: _____

DocuSigned by:



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COONEY AND CONWAY
 Attorneys for Plaintiff
 120 N. LaSalle Street, 30th Floor
 Chicago, IL 60602
 Phone: (312) 236-6166
 Fax: (312) 236-3029

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

EXHIBIT "A"

Personal Exposure of the Plaintiff's Decedent,
DAVID C. HELLMER, SR.

Jobsite	Years	Defendant: Products
Lincoln Welding Company (Romulus, MI)	1958-1959	A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
General Motors Cadillac Clark Street Plant (Detroit, MI)	1959-1964	CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings,
Kelsey-Hayes Plant (Detroit, MI)	1959-1964	Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.: Asbestos Containing Gaskets and Seals SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products CHICAGO GASKET COMPANY: Asbestos Containing Gaskets GREENE, TWEED & CO.: Asbestos containing gaskets, packings, seals, and other asbestos containing materials

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products</p> <p>INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block,</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SARCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION,</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p> <p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p> <p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p> <p>COPEs-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoppers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers, Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p> <p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>LINDBERG: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>SURFACE COMBUSTION, INC.: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RUST ENGINEERING AND CONSTRUCTION, INC.: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>WTI-RUST HOLDINGS, INC. f/k/a RUST INTERNATIONAL INC., a DELAWARE CORPORATION, in their own right, and as Successor- in-Interest to M.W. KELLOGG COMPANY and the SWINDELL RUST DIVISION: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>BMI REFRACTORY SERVICES, INC., Successor-in-Interest to ADIENCE, INC.: Asbestos Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>Asbestos containing Refractory Brick, Cements, Castables, and Other Asbestos Containing Materials</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT: Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to PACIFIC INDUSTRIAL FURNACE COMPANY (PIFCO): Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment</p> <p>CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT</p> <p>MANUFACTURING CORPORATION: Asbestos Containing Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment</p> <p>F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials</p> <p>FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials</p> <p>RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit</p> <p>ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials</p> <p>SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials</p> <p>STANDARD FUEL ENGINEERING COMPANY: asbestos containng zerobestos cement, cements, refractory, castables, and other asbestos containing materials</p> <p>UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p> <p>WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY: Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials</p> <p>WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p>

Jobsite	Years	Defendant: Products
Ford Rouge Plant (Dearborn, MI)	1959-1964	A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
Great Lakes Steel <ul style="list-style-type: none"> 80 Inch Mill (Ecorse, MI) Ecorse, MI Zug Island (Detroit, MI) 	1959-1964	CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings, Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment
Chrysler Huber Street Foundry (Detroit, MI)	1964-1979	H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products
McLouth Steel <ul style="list-style-type: none"> Detroit, MI Trenton, MI 	1964-1979	UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products</p> <p>CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products</p> <p>JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products</p> <p>DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.: Asbestos Containing Gaskets and Seals</p> <p>SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products</p> <p>CHICAGO GASKET COMPANY: Asbestos Containing Gaskets</p> <p>GREENE, TWEED & CO.: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products</p> <p>INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SARCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p> <p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p> <p>COPE-S-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoggers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American-Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers, Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p> <p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>BEAZER EAST, INC., formerly known as KOPPERS COMPANY, INC.: Asbestos Containing Slag Lines, Fly Ash Systems, Blowers, Breechings, Gaskets, Packings, Block, Cement, Coke Ovens, Blast Furnaces, Refractory, Cement, Brick, Blankets, Roofing Felts, Mastics and Other Asbestos Containing Products and Equipment</p> <p>THIEM CORPORATION, and its Division, UNIVERSAL REFRACTORIES COMPANY: Asbestos Containing Slag Lines, Fly Ash Systems, Blowers, Breechings, Gaskets, Packings, Block, Cement, Coke Ovens, Blast Furnaces, Refractory, Cement, Brick, Blankets, Roofing Felts, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FOSECO, INC: Asbestos Containing Hot Tops, Gaskets, Liners, Sleeves, Board, Compounds, Cement, Slurry Mix and Other Asbestos Containing Products</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>LINDBERG: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>SURFACE COMBUSTION, INC.: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RUST ENGINEERING AND CONSTRUCTION, INC.: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>WTI-RUST HOLDINGS, INC. f/k/a RUST INTERNATIONAL INC., a DELAWARE CORPORATION, in their own right, and as Successor- in-Interest to M.W. KELLOGG COMPANY and the SWINDELL RUST DIVISION: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>BMI REFRACTORY SERVICES, INC., Successor-in-Interest to ADIENCE, INC.: Asbestos Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>Asbestos containing Refractory Brick, Cements, Castables, and Other Asbestos Containing Materials</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT: Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to PACIFIC INDUSTRIAL FURNACE COMPANY (PIFCO): Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.:</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased.

Jobsite	Years	Defendant: Products
		<p>Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION: Asbestos Containing Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials</p> <p>SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials</p> <p>STANDARD FUEL ENGINEERING COMPANY: asbestos containng zerobestos cement, cements, refractory, castables, and other asbestos containing materials</p> <p>UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p> <p>WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY: Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials</p> <p>WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p>

Jobsite	Years	Defendant: Products
Garden City Hospital (Garden City, MI)	1959-1964	A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
Harper Hospital (Detroit, MI)	1959-1964	<p>CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings, Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment</p> <p>H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products</p> <p>UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products</p> <p>UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products</p> <p>CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products</p> <p>DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.: Asbestos Containing Gaskets and Seals</p> <p>SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft.Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products</p> <p>CHICAGO GASKET COMPANY: Asbestos Containing Gaskets</p> <p>GREENE, TWEED & CO.: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products</p> <p>INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe-Covering — and Other Asbestos Containing Products and Equipment</p> <p>STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SARCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p> <p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p> <p>COPE-S-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoggers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers, Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>PNEUMO-ABEX, as Successor-in-Interest to ABEX CORPORATION: Asbestos Brake Linings, Clutches, Brake Blocks and Other Asbestos Containing Products and Equipment</p> <p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION: Asbestos Containing Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		STANDARD FUEL ENGINEERING COMPANY: asbestos containing zerobestos cement, cements, refractory, castables, and other asbestos containing materials UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY: Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment

Jobsite	Years	Defendant: Products
Detroit Edison <ul style="list-style-type: none"> Beacon Street Power Plant (Detroit, MI) Del Ray Power Plant (Detroit, MI) Mistersky Power Plant (Detroit, MI) River Rouge Power Plant (River Rouge, MI) St. Clair Power Plant (St. Clair/East China Township, MI) 	1964-1979	A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings, Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products
Ford Transmission Plant (Livonia, MI)	1964-1979	UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products
Holcroft & Company (Livonia, MI)	1964-1979	UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products
Linde Air (Detroit, MI)	1964-1979	
Marathon Oil (Detroit, MI)	1964-1979	JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
Monsanto Chemical Plant (Detroit/Trenton, MI)	1964-1979	DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
Pennsalt Chemical Plant (Wyandotte, MI)	1964-1979	FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets
Stroh's Brewery (Detroit, MI)	1964-1979	FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.:
Wyandotte Chemical (a/k/a BASF) (Wyandotte, MI)	1964-1979	Asbestos Containing Gaskets and Seals SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products CHICAGO GASKET COMPANY: Asbestos Containing Gaskets GREENE, TWEED & CO.: Asbestos containing gaskets, packings, seals, and other asbestos containing materials FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SARCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWERVE US, INC. a.k.a. FLOWERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p> <p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p> <p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>COPEX-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoppers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers, Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p> <p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>BEAZER EAST, INC., formerly known as KOPPERS COMPANY, INC.: Asbestos Containing Slag Lines, Fly Ash Systems, Blowers, Breechings, Gaskets, Packings, Block, Cement, Coke Ovens, Blast Furnaces, Refractory, Cement, Brick, Blankets, Roofing Felts, Mastics and Other Asbestos Containing Products and Equipment</p> <p>RUST ENGINEERING AND CONSTRUCTION, INC.: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>WTI-RUST HOLDINGS, INC. f/k/a RUST INTERNATIONAL INC., a DELAWARE CORPORATION, in their own right, and as Successor- in-Interest to M.W. KELLOGG COMPANY and the SWINDELL RUST DIVISION: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>BMI REFRACTORY SERVICES, INC., Successor-in-Interest to ADIENCE, INC.: Asbestos Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Asbestos containing Refractory Brick, Cements, Castables, and Other Asbestos Containing Materials</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT: Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to PACIFIC INDUSTRIAL FURNACE COMPANY (PIFCO): Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment</p> <p>CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION: Asbestos Containing Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment</p> <p>F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials</p> <p>FLOWSERVE US INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets,</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		Packing, Cement, Insulation, and other Asbestos Containing Materials GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials STANDARD FUEL ENGINEERING COMPANY: asbestos containng zerobestos cement, cements, refractory, castables, and other asbestos containing materials UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY: Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
Detroit Public Schools (Detroit, MI)	1964-1979	A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products
Hutzel Hospital (Detroit, MI)	1964-1979	CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings, Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment
Royal Oak Public Schools (Royal Oak, MI)	1964-1979	H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS-MANUFACTURING CO.: Asbestos Containing Gaskets and Seals SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products CHICAGO GASKET COMPANY: Asbestos Containing Gaskets GREENE, TWEED & CO.: Asbestos containing gaskets, packings, seals, and other asbestos containing materials FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products</p> <p>INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC., a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SARCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps,</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWSERVE US, INC. a.k.a. FLOWSERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p> <p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p> <p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p> <p>COPE-S-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoppers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board,</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers, Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p> <p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment</p> <p>CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION: Asbestos Containing Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment</p> <p>F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials</p> <p>FLOWERVE US INC., a.k.a. FLOWERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p> <p>J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials</p> <p>RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit</p> <p>ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials</p> <p>SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials</p> <p>STANDARD FUEL ENGINEERING COMPANY: asbestos containng zerobestos cement, cements, refractory, castables, and other asbestos containing materials</p> <p>UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p> <p>WELTON RUBBER COMPANY, Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY: Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials</p> <p>WILMAR INDUSTRIES, INC., Individually and Successor-in-Interest to SEXAUER, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p>

Jobsite	Years	Defendant: Products
Holcroft & Company (Livonia, MI)	1975-1978	<p>A.W. CHESTERTON COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products</p> <p>CRANE CO.: Cranite, Crane-Deming Pumps, Cochrane Asbestos Containing Feedwater Heaters, Deaerators, Heat Exchangers, Degasifiers, Valves, Asbestos Packings, Asbestos Cement, Asbestos Block, Asbestos Pipe Covering, Gaskets, Seals, Pumps, Boilers, Jenkins Valves, Pacific</p>

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WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Boilers, Chapman Valves, and Other Asbestos Containing Products and Equipment</p> <p>H.B. FULLER COMPANY: Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products</p> <p>UNION CARBIDE CORPORATION: Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products</p> <p>UNIROYAL, INC.: Asbestos Blankets, Cloth, Curtains, Paper, Felt and Other Asbestos Containing Products</p> <p>CROWN, CORK AND SEAL, USA, INC.: Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products</p> <p>JOHN CRANE, INC. f/k/a CRANE PACKING COMPANY: Asbestos Containing Packings, Seals, Gaskets and Other Asbestos Containing Products</p> <p>DANA COMPANIES, LLC: Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to the former Vellumoid division of FEDERAL-MOGUL: Asbestos Containing Gaskets</p> <p>FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust, as Successor to FELT-PRODUCTS MANUFACTURING CO.: Asbestos Containing Gaskets and Seals</p> <p>SEPCO CORP.: Asbestos Containing Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>PARKER-HANNIFIN CORPORATION: Asbestos Containing Aircraft Brake Control System Units; Asbestos Containing Brake Lines and Systems, Asbestos Containing Gaskets and Packings and Other Asbestos Containing Products</p> <p>CHICAGO GASKET COMPANY: Asbestos Containing Gaskets</p> <p>GREENE, TWEED & CO.: Asbestos-containing gaskets, packings, seals, and other asbestos containing materials</p> <p>FLOWSERVE US INC., as Successor-in-Interest to DURAMETALLIC CORPORATION: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>DAP, INC.: Asbestos Compounds and Other Asbestos Containing Products</p> <p>INGERSOLL-RAND COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Compressors, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GOULDS PUMPS, INC.: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>STERLING FLUID SYSTEMS (USA) LLC: Asbestos Containing Pumps, Peerless Pumps, Asbestos Containing Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GARDNER DENVER, INC.: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>JOY GLOBAL UNDERGROUND MINING, LLC f/k/a JOY TECHNOLOGIES, LLC: Asbestos Containing Compressors, Heat Exchangers, Turbines, Vessels, Pumps, Portable Joy Air Compressors, Pipe Covering, Block, Cement, Packing, Spray, Blankets, Gaskets and Other Asbestos Containing Products and Equipment</p> <p>IMO INDUSTRIES, INC.: Asbestos Containing Imo Pumps, DeLaval Pumps, Packings, Gaskets, Block, Turbines, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>BW/IP, INC.: Asbestos Containing Pumps, Pipe Covering, Byron Jackson Pumps, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>AIR & LIQUID SYSTEMS CORPORATION, as Successor-by-Merger to BUFFALO PUMPS, INC.: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION f/k/a BELL & GOSSETT PUMP COMPANY: -Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>AURORA PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWERVE US, INC., a.k.a. FLOWERVE PUMP CORP., Individually, and as Successor-in-Interest to DURCO PUMPS: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG PUMPS, INC.: Asbestos Containing Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings,</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Mastics and Other Asbestos Containing Products and Equipment</p> <p>TACO, INC.: Asbestos Containing Pumps, Heat Exchangers, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings, Mastics and Other Asbestos Containing Products and Equipment</p> <p>FMC CORPORATION, Individually, and as Successor-in-Interest to CHICAGO PUMP COMPANY: Asbestos Containing Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>ITT CORPORATION, Individually, and as Successor-in-Interest to HOFFMAN SPECIALTY MANUFACTURING COMPANY: Asbestos Containing Valves, Heat Exchangers, Pumps, Boilers, HVAC Systems, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WARREN PUMPS, LLC.: Asbestos Containing Pumps, Packings, Gaskets, Pipe Covering, Block, Cement and Other Asbestos Containing Products and Equipment</p> <p>ARMSTRONG INTERNATIONAL, INC.: Asbestos Containing Steam Traps, Pumps, Heat Exchangers, Vessels, Valves, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>SPIRAX SÁRCO, INC.: Asbestos Containing Pumps, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>GENERAL ELECTRIC COMPANY: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>CBS CORPORATION, a Delaware Corporation, f/k/a VIACOM INC., Successor by Merger to CBS CORPORATION, a Pennsylvania Corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION: Asbestos Containing Pumps, Turbines, Heat Exchangers, Vessels, Valves, Steam Traps, Packings, Gaskets, Block, Cement, Micarta Board, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>FLOWERVE US, INC. a.k.a. FLOWERVE PUMP CORP., Individually, and as Successor-in-Interest to THE EDWARD VALVE AND MANUFACTURING COMPANY, and as Successor-In-Interest to ROCKWELL MANUFACTURING COMPANY: Asbestos Containing Valves, Pumps, Pipe Covering, Block, Cement, Blankets, Gaskets, Packings,</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Mastics and Other Asbestos Containing Products and Equipment</p> <p>GRINNELL, LLC: Asbestos Containing Valves, Packings, Cement, Block, Pipe Covering, Gaskets, Seals, and Other Asbestos Containing Products and Equipment</p> <p>DEZURIK, INC.: Asbestos Containing Valves, Gaskets, Packing, Asbestos Cement, Pipe Covering, Block and Other Asbestos Containing Products and Equipment</p> <p>MARSHALL ENGINEERED PRODUCTS COMPANY, LLC.: Asbestos Pumps, Packings, Gaskets, Block, Cement, Pipe Covering, Compressors, Condensers and Other Asbestos Containing Products and Equipment</p> <p>SPENCE ENGINEERING COMPANY, INC.: Asbestos Containing Valves, Strainers, Traps Condensate Systems, Pipe Covering, Block, and Other Asbestos Containing Products and Equipment</p> <p>COPE-S-VULCAN, INC.: Asbestos Containing Valves, Gaskets, Packing, Insulation, Block, Cement, and Other Asbestos Containing Materials</p> <p>FOSTER WHEELER ENERGY CORPORATION: Asbestos Containing Boilers, Condensers, Mills, Ejectors, Hoggers, Pumps, Heat Exchangers, Strainers, Economizers, Evaporators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RILEY POWER, INC.: Asbestos Containing Boilers, Union Iron Works Boilers, Heat Exchangers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CLEAVER-BROOKS, INC.: Asbestos Containing Boilers, Tanks, Deaerators, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>A.O. SMITH CORPORATION: Asbestos Containing Boilers, Hot Water Heaters, Heat Exchangers, Tanks, Pipe Covering, Vessels, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>TRANE U.S., INC.: Asbestos Containing Boilers, Kewanee Boilers, American Standard Boilers, Heat Exchangers, Steam Traps, Air Handlers, Chillers, HVAC Systems, Cooling Towers, Pumps, Tanks, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>ZURN INDUSTRIES, LLC f/k/a ZURN INDUSTRIES, INC.: Asbestos Containing Boilers, Erie Boilers, Keystone Boilers,</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Pumps, Steam Traps, HVAC Systems, Tanks, Asbestos Pipe Covering, Compressors, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>WEIL-MCLAIN: Asbestos Containing Boilers, Pipe Covering, Block, Cement, Gaskets, Packings, Spray, Board, Blankets and Other Asbestos Containing Products and Equipment</p> <p>BURNHAM, LLC f/k/a BURNHAM BOILER CO.: Asbestos Containing Boilers and Vessels, Pipe Covering, Block, Cement, Gaskets, Blankets, Packings, Spray and Other Asbestos Containing Products and Equipment</p> <p>YUBA HEAT TRANSFER, LLC: Asbestos Containing Boilers, Heat Exchangers, Condensers, Pipe Covering, Block, Mastics, Packings, Gaskets, Spray, Cement, Blankets and Other Asbestos Containing Products and Equipment</p> <p>CARRIER CORPORATION, a Delaware Corporation: Asbestos Containing Cooling Towers, Asbestos Pipecovering, Asbestos Transite Board, Asbestos Block, Asbestos Cement, Asbestos Gaskets, Asbestos Boilers, Packings, Spray, Board, Blankets, HVAC Equipment and Other Asbestos Containing Materials</p> <p>BRYAN STEAM CORPORATION: Bryan Boilers, Furnaces, and Other Asbestos Containing Products and Equipment</p> <p>COMPUDYNE CORPORATION, Successor by Merger to YORK-SHIPLEY, INC.: Asbestos Containing York-Shipley Boilers, Tanks, Pressure Vessels, Firebrick, Refractory, Insulation, Gaskets, Packing and Other Asbestos Containing Products and Equipment</p> <p>HOWDEN BUFFALO, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>TWIN CITY CLARAGE, INC.: Asbestos Containing Induction Draft Fans, Blowers, Forced Draft Fans, Air Handlers, HVAC Systems, Gaskets, Packing, Block, Blankets, Cement and Other Asbestos Containing Products and Equipment</p> <p>LINDBERG: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>SURFACE COMBUSTION, INC.: Asbestos Containing Furnaces, Refractory, Cement, Brick, Block, Blankets and Other Asbestos Containing Products and Equipment</p> <p>RUST ENGINEERING AND CONSTRUCTION, INC.: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>WTI-RUST HOLDINGS, INC. f/k/a RUST INTERNATIONAL INC., a DELAWARE CORPORATION, in their own right, and as Successor-in-Interest to M.W. KELLOGG COMPANY and the SWINDELL RUST DIVISION: Asbestos Containing Pipecovering, Block Insulation, Furnaces, Refractory Brick, Insulation, Castables, Cement, Gunning Materials, and Other Asbestos Containing Materials</p> <p>SPRINKMANN SONS CORPORATION OF WISCONSIN: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cement and Other Asbestos Containing Products and Equipment</p> <p>McMASTER-CARR SUPPLY COMPANY: Asbestos Containing Pipe Covering, Block, Spray, Blankets, Mastics, Cements, Gaskets, Packings and Other Asbestos Containing Products and Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to HOLCROFT: Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AFC-HOLCROFT, LLC, Individually, and as Successor-in-Interest to PACIFIC INDUSTRIAL FURNACE COMPANY (PIFCO): Asbestos Containing Furnaces, Ovens, Block, Board, Brick, Cements, Cement Pipe, Gaskets, Insulation, Pipecovering, Refractory, and Other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>AMERON INTERNATIONAL CORPORATION, Individually, and as Successor-in-Interest to BONDSTRAND, LTD.: Asbestos Containing Bondstrand Pipe, Gaskets, Pipe, Phenolic Resin, and other Asbestos Containing Materials</p> <p>CHAMPLAIN CABLE CORPORATION, Individually and as Successor-in-Interest to AMERICAN SUPER TEMPERATURE WIRE, Successor-in-Interest to HAVEG INDUSTRIES, INC. and Successor-by-Merger to HAVEG CORPORATION: Chemtite Pipe, Haveg Pipe and Other Asbestos Containing Products and Equipment</p> <p>CHICAGO-WILCOX MANUFACTURING COMPANY: Asbestos containing gaskets, packings, seals, and other asbestos containing materials</p> <p>ELECTROLUX HOME PRODUCTS, INC., as Successor-in-Interest to BLAW-KNOX CONSTRUCTION EQUIPMENT MANUFACTURING CORPORATION: Asbestos Containing</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		<p>Brakes, Clutches, Gaskets, Cranes, Hoists, Earthmovers, and other Asbestos Containing Products and Equipment</p> <p>F.B. WRIGHT COMPANY, A MICHIGAN CORPORATION: Asbestos Containing Pipecovering, Block, Insulation, Cement, Refractory, Castables, Brick, Gaskets, Packings, and Other Asbestos Containing Materials</p> <p>FLOWERVE US INC., a.k.a. FLOWERVE PUMP CORP., Individually, and as Successor-in-Interest to ALDRICH PUMP COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>GARDNER DENVER, INC., Individually, and as Successor-in-Interest to NASH ENGINEERING COMPANY: Asbestos Containing Pumps, Gaskets, Packing, Cement, Insulation, and other Asbestos Containing Materials</p> <p>INTERLINE BRANDS, INC., f/k/a WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>INTERLINE BRANDS, INC., Individually and as Successor-in-Interest to WILMAR INDUSTRIES, INC.: Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment</p> <p>ITT INDUSTRIES, INC., Individually, and as Successor-in-Interest to McDonnell & Miller, Inc.: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p> <p>J.A. SEXAUER, INC., A NEW YORK CORPORATION: Asbestos Containing Gaskets, Packings, Seals, and Other Asbestos Containing Materials</p> <p>RIC-WIL, INCORPORATED: Asbestos Containing Pre Insulated Pipe and Conduit</p> <p>ROGER ZATKOFF COMPANY: Asbestos Containing Gaskets, Packings, Rope, Seals and other Asbestos Containing Materials</p> <p>SEALITE, INC.: Asbestos Containing White Oakum and other Asbestos Containing Materials</p> <p>STANDARD FUEL ENGINEERING COMPANY: asbestos containing zerobestos cement, cements, refractory, castables, and other asbestos containing materials</p> <p>UNION PUMPS COMPANY f/k/a David Brown Union Pump Company: Asbestos Containing Pumps, Morris Pumps, Packings, Gaskets, Block, Cement, Pipe Covering and Other Asbestos Containing Products and Equipment</p> <p>WATTS REGULATOR COMPANY: Asbestos Containing Pumps, Valves, Insulation, Gaskets, Packing, and other Asbestos Containing Materials</p>

19-0074M

WANDA M. HELLMER, Special Administrator of the Estate of DAVID C. HELLMER, SR., Deceased

Jobsite	Years	Defendant: Products
		WELTON RUBBER COMPANY , Individually, and as Successor-In-Interest to WELTON RUBBER AND ASBESTOS COMPANY : Asbestos Containing Gaskets, Packings, Adhesives, Tapes, Molded Plastics, Hoses, and Other Asbestos Containing Materials WILMAR INDUSTRIES, INC. , Individually and Successor-in-Interest to SEXAUER, INC. : Asbestos Gaskets, Packings and Other Asbestos Containing Products and Equipment

Jobsite	Years	Defendant: Products
Home Remodeling & Additions	1958-1979	H.B. FULLER COMPANY : Benjamin Foster Mastics, Compounds, Cement, Thin Set Cement and Other Asbestos Containing Products UNION CARBIDE CORPORATION : Asbestos Containing Bakelite, Paper, Felt, Roll, Raw Asbestos Fibers and Other Asbestos Containing Products DAP, INC. : Asbestos Compounds and Other Asbestos Containing Products

Jobsite	Years	Defendant: Products
Automotive Repairs to Personal, Family Members' & Friends' Vehicles	1958-1979	DANA COMPANIES, LLC : Asbestos Containing Victor Gaskets and Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust , as Successor to the former Vellumoid division of FEDERAL-MOGUL : Asbestos Containing Gaskets FEDERAL-MOGUL U.S. Asbestos Personal Injury Trust , as Successor to FELT-PRODUCTS MANUFACTURING CO. : Asbestos Containing Gaskets and Seals PNEUMO-ABEX , as Successor-in-Interest to ABEX CORPORATION : Asbestos Brake Linings, Clutches, Brake Blocks and Other Asbestos Containing Products and Equipment BORGWARNER MORSE TEC LLC , as Successor-by-Merger to BORG-WARNER CORPORATION : Asbestos Clutches, Brake Linings, Brake Shoes, Pressure Plates and Other Asbestos Containing Products and Equipment GENUINE PARTS CO. : Friction Products and Other Asbestos Containing Products TENNECO, INC. : Asbestos Containing Brakes, Linings, Clutches, Gaskets and Other Asbestos Containing Products

EXHIBIT 2

Redacted in its entirety

EXHIBIT C

Redacted in its entirety

**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 (JCW)
	:	
Debtors.	:	Jointly Administered

NOTICE OF HEARING

PLEASE TAKE NOTICE that on October 18, 2021 the Official Committee of Asbestos Personal Injury Claimants filed a *Motion for Substantive Consolidation of Debtors' Estates with Certain Nondebtor Affiliates or, Alternatively, to Reallocate Debtors' Asbestos Liabilities to Those Affiliates* (the "Motion") in this case.

PLEASE TAKE FURTHER NOTICE that your rights may be affected by the Motion. You should read the Motion carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE that, pursuant to Fed. R. Bankr. P. 9006 and the Case Management Order, written responses, if any, must be filed on or before **November 1, 2021** (the "Response Deadline"), in order to be considered. If you do not want the Court to grant the relief requested in the Motion, or if you oppose it in any way, you **MUST**:

1. File a formal, written response with the Bankruptcy Court at:

Clerk, United States Bankruptcy Court
Charles Jonas Federal Building
401 West Trade Street
Charlotte, North Carolina 28202
2. Serve a copy of your response on all parties in interest, including:
 - a) U.S. Bankruptcy Administrator
402 West Trade Street
Charlotte, NC 28202
 - b) HAMILTON STEPHENS STEELE + MARTIN, PLLC
Glenn C. Thompson
525 North Tryon Street, Suite 1400

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

Charlotte, North Carolina 28202

- c) ROBINSON & COLE LLP
Natalie D. Ramsey
Davis Lee Wright
1000 N. West Street, Suite 1200
Wilmington, Delaware 19801
- d) CAPLIN & DRYSDALE, CHARTERED
Kevin C. Maclay
Todd E. Phillips
Jeffrey A. Liesemer
One Thomas Circle NW, Suite 1100
Washington, DC 20005
- e) WINSTON & STRAWN LLP
David Neier
Carrie V. Hardman
200 Park Avenue
New York, NY 10166

PLEASE TAKE FURTHER NOTICE that a **status** hearing on the Motion will be held on **November 17, 2021 at 1:00 p.m. (ET)** before the Honorable J. Craig Whitley at the United States Bankruptcy Court, Charles Jonas Federal Building, Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina 28202.

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

[Signatures appear on the following page]

Dated: October 18, 2021
Charlotte, North Carolina

HAMILTON STEPHENS STEELE
+ MARTIN, PLLC

/s/ Glenn C. Thompson

Glenn C. Thompson (Bar No. 37221)
525 North Tryon Street, Suite 1400
Charlotte, North Carolina 28202
Telephone: (704) 344-1117
Facsimile: (704) 344-1483
Email: gthompson@lawhssm.com

*Local Counsel for the Official Committee of
Asbestos Personal Injury Claimants*

CAPLIN & DRYSDALE, CHARTERED
Kevin C. Maclay (admitted *pro hac vice*)
Todd E. Phillips (admitted *pro hac vice*)
Jeffrey A. Liesemer (admitted *pro hac vice*)
One Thomas Circle NW, Suite 1100
Washington, DC 20005
Telephone: (202) 862-5000
Facsimile: (202) 429-3301
Email: kmaclay@capdale.com
tphillips@capdale.com
jliesemer@capdale.com

*Counsel to the Official Committee of Asbestos
Personal Injury Claimants*

David Neier (admitted *pro hac vice*)
Carrie V. Hardman (admitted *pro hac vice*)
WINSTON & STRAWN LLP
200 Park Avenue
New York, NY 10166
Telephone: (212) 294-6700
Fax: (212) 294-4700
Email: dneier@winston.com
chardman@winston.com

*Special Litigation Counsel to the Official
Committee of Asbestos Personal Injury
Claimants*

ROBINSON & COLE LLP
Natalie D. Ramsey (admitted *pro hac vice*)
Davis Lee Wright (admitted *pro hac vice*)
1201 North Market Street, Suite 1406
Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
Email: nramsey@rc.com
dwright@rc.com

*Counsel to the Official Committee
of Asbestos Personal Injury Claimants*