

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

In re

ALDRICH PUMP LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-30608 (JCW)

(Jointly Administered)

**MOTION OF THE DEBTORS FOR AN ORDER
AUTHORIZING THE DEBTORS TO ISSUE SUBPOENAS
ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

Aldrich Pump LLC ("Aldrich") and Murray Boiler LLC ("Murray"), as debtors and debtors in possession (together, the "Debtors"), hereby move the Court for the entry of an order authorizing the Debtors to issue subpoenas on (i) the Manville Personal Injury Settlement Trust (the "Manville Trust"); (ii) the Delaware Claims Processing Facility ("DCPF") with respect to the ten asbestos personal injury trusts for which it processes claims (the "DCPF Trusts"); (iii) Verus Claims Services, LLC ("Verus")² with respect to 8 asbestos personal injury trusts for which it processes claims (the "Verus Trusts" and, collectively with the Manville Trust and the DCPF Trusts, the "Trusts"); and (iv) Paddock Enterprises, LLC ("Paddock" and, collectively with the Manville Trust, DCPF, and Verus, the "Producing Parties") requesting production of limited data concerning approximately 12,000 individuals whose mesothelioma claims the

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

² To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term "Verus" shall include such entity.



Debtors or their predecessors resolved through settlement or verdict between January 1, 2005 and June 18, 2020 (collectively, the "Claimants").

Preliminary Statement

The Debtors' goal in these cases is to establish a trust under section 524(g) of the Bankruptcy Code to fairly and efficiently resolve present and future asbestos claims against them. To date, the Debtors have made substantial progress towards that goal, having reached a settlement with the Future Claimants' Representative (the "FCR")—the fiduciary representative for the largest claimant constituency in these cases—on a plan and section 524(g) trust funded in the amount of \$545 million. If approved, both present and future claimants will have access to a streamlined process for equitable compensation without further delay.

To achieve this result and, in the absence of agreement with the Official Committee of Asbestos Personal Injury Claimants (the "ACC"), the Debtors sought and obtained Court approval of a process to estimate their asbestos liabilities, which will inform the merits of the settlement reached and the plan proposed by the Debtors and the FCR. Although no order has yet been entered, the Court approved an estimation process. To arrive at a reasonable estimate of the Debtors' liabilities, however, the parties will require certain information beyond that available in the Debtors' claims database. Some of that information will be provided by the bar date and personal injury questionnaire process already approved by the Court. But that information, in and of itself, will not be sufficient, as it provides little to no information on claimants with respect to the Debtors' settlement history.

Based on positions taken in other asbestos bankruptcies, the Debtors expect that the ACC will argue that historical settlements are an accurate and appropriate guide to measure the Debtors' liability for current and future claims. Judge Hodges explicitly rejected that position in

In re Garlock Sealing Techs., LLC, 504 B.R. 71 (Bankr. W.D.N.C. 2014), where he found that Garlock's "settlement history data [did] not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94. As further described in the Informational Brief (as defined below) filed at the outset of these cases, the Debtors were involved in some of the same cases where Judge Hodges found that the settlement history was tainted due to claimants' failure to disclose alternative asbestos exposures.

At present, essentially the only trust information available to the Debtors derives from the public record of the Garlock estimation proceeding, which only includes trust claim information from a limited number of trusts for claims asserted against Garlock more than ten years ago. While, from this limited information, the Debtors have identified instances where they were co-defendants with Garlock and claimants failed to disclose alternate exposures during their tort cases, the Garlock data provides no information in regard to the extent to which claimants' lack of disclosure continued in the decade (or more) that post-dates the Garlock data.

Through this Motion, the Debtors seek authority to conduct limited discovery to both properly assess the usefulness of the Debtors' settlement history in valuing their asbestos liabilities and to inform the Debtors and their experts as to the full breadth of claims made by claimants with whom the Debtors settled in the tort system. The Debtors seek discrete data from asbestos trusts established to pay the liabilities of the historically prominent defendants in asbestos litigation. Similarly, the Debtors seek substantially the same data from Paddock,³ as

³ Paddock is the successor-by-merger to Owens-Illinois, Inc., and, prior to filing for bankruptcy in 2020, was subject to claims alleging exposure to asbestos contained in products manufactured under the "Kaylo" brand. See Declaration of David J. Gordon, President and Chief Restructuring Officer of the Debtor, in Support of Chapter 11 Petition and First Day Pleadings, In re Paddock Enterprises, LLC, No. 20-10028 (Bankr. D. Del. Jan. 6, 2020) [Dkt. 2] (the "Gordon Decl."), ¶ 7 (attached as Exhibit B). For purposes of this Motion, where appropriate, the term "Paddock" may refer to Paddock and/or its predecessor, Owens-Illinois, Inc.

Paddock resolved asbestos claims largely outside of the tort system, much like a bankruptcy trust.⁴ The data requests, themselves, are narrowly tailored to identify whether and the extent to which claimants settled with the Debtors without disclosing claims against and recoveries (actual or potential) from the Trusts or Paddock. This information is not only important to an estimate of the Debtors' asbestos liability, it is relevant to other purposes in these cases, including potential estimates of other recoveries received by creditors and the formulation and assessment of trust distribution procedures established to compensate claimants.

The Debtors have specifically tailored their request to be consistent with relief recently granted by this Court in DBMP. Indeed, the Debtors seek the same type of data from the Producing Parties, subject to the same anonymization, notice, and confidentiality requirements and the strict access and use restrictions approved in that case. The Debtors do seek data from a few additional sources than those identified in DBMP, but this is a function of the nature of the Debtors' products and is directly supported by the benefits that will be derived in these cases from access to that additional information.

For the forgoing reasons and others set forth herein, the requested discovery is necessary and appropriate and should be approved.

Jurisdiction

1. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

⁴ See id. at ¶ 10.

Background

2. On June 18, 2020, the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

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

4. On December 14, 2020, the Debtors and the FCR filed a joint motion to (a) establish a bar date for certain asbestos personal injury claims asserted against either Debtor or its predecessors prior to the petition date and (b) approve a personal injury questionnaire to be submitted by those claimants who file a proof of claim [Dkt. 471].

5. On September 24, 2021, after several months of negotiations, the Debtors, their non-debtor affiliates Trane Technologies Company LLC and Trane U.S. Inc., and the FCR reached agreement on a Settlement Term Sheet and *Joint Plan of Reorganization of Aldrich Pump LLC and Murray Boiler LLC* [Dkt. 832]. The proposed plan contemplates the establishment of a trust to resolve current and future asbestos claims that would be funded by an

"Initial Cash Funding" of \$540 million and a \$5 million promissory note. See Settlement Term Sheet at 2-6.

6. Also on September 24, 2021, the Debtors filed a motion [Dkt. 833], seeking a limited estimation proceeding with respect to certain asbestos-related claims based on disease manifesting before the petition date.

7. At a hearing held on January 27, 2022, the Court issued rulings: (a) to establish a bar date for mesothelioma claims asserted prior to the petition date; (b) requiring claimants who file a proof of claim on account of such claims to complete a personal injury questionnaire; and (c) approving a proceeding to estimate the Debtors' aggregate liability for current and future asbestos-related claims.

8. On April 4, 2022, the Court entered the *Order (I) Establishing a Bar Date for Certain Known Mesothelioma Claims, (II) Approving Proof of Claim Form, (III) Approving Notice to Claimants, and (IV) Granting Related Relief* [Dkt. 1093]. The Debtors, the ACC, and the FCR continue to negotiate forms of orders with respect to approval of the personal injury questionnaire and the estimation proceeding and, ultimately, will need to negotiate a case management order for the estimation proceeding. Accordingly, as of the date hereof, the Court has not entered orders granting relief with respect to such matters.

The Debtors' Experience in the Tort System Prior to These Chapter 11 Cases⁵

9. As explained in greater detail in the Debtors' first day filings, the Debtors never mined or used asbestos to manufacture products. Informational Br. at 1. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing

⁵ When discussing historical matters preceding the 2020 corporate restructuring that formed Aldrich and Murray, the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

components manufactured and designed by third parties. Id. Asbestos-related claims brought against Aldrich typically related to alleged exposure to asbestos from sealing products (i.e., gaskets and some packing) incorporated into Aldrich pumps and compressors. Id. at 1, 9. Generally, the asbestos used in such sealing product components was the chrysotile form of asbestos—a form of asbestos widely recognized as far less likely than other forms of asbestos (such as amphibole asbestos) to cause mesothelioma—and was encapsulated, which significantly reduced potential exposure to the asbestos fibers. Id. at 2-3, 9-10, 14-16. Aldrich largely eliminated the use of asbestos-containing components by the mid-1980s. Id. at 11.

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

11. The Debtors were served with their first asbestos complaints in the 1980s. Id. at 17. Until the early 2000s, the Debtors were not material asbestos defendants. Id. Together, Aldrich and Murray paid less than \$4 million to settle mesothelioma claims in the tort system from the mid-1980s through 2000. Id. at 4, 18. The primary payors of mesothelioma claims were instead the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers, who, collectively, were paying hundreds of millions—if not billions—of dollars annually to resolve mesothelioma and other asbestos claims in the tort system. Id. at 4, 17-18. As these "big dusty" targets for asbestos

plaintiffs filed for bankruptcy protection and exited the tort system primarily in the early 2000s (the so-called "Bankruptcy Wave"), the Debtors experienced an immediate and permanent spike in their defense and indemnity costs. Id. at 18-20. Mesothelioma claims were by far the largest driver of these increased costs. Id. at 19. Over the four years before the petition date, the Debtors annually were paying to resolve mesothelioma claims 15 times what they paid to resolve such claims during the entire 15-year period prior to the Bankruptcy Wave. Id. at 20.

12. By the late 2000s, over 2,500 mesothelioma claims were being asserted against the Debtors annually. Id. at 5, 19. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been brought in the tort system in the United States. Id. at 19. Given the nature of the Debtors' products and the thousands of other asbestos-containing products that were in the market, this extensive naming of the Debtors in mesothelioma claims is unsupportable. Id. at 5-7, 19, 32. The Debtors' records currently reflect in excess of 65,000⁶ asbestos-related claims as pending against them.

13. The Debtors believe that the explosion of the asbestos litigation against them was attributable, in substantial part, to the absence in the tort system of alternative defendants much more likely to have caused plaintiffs' diseases,⁷ and litigation practices that had evolved as a result of the absence of those defendants. See id. at 17-20. These litigation practices included,

⁶ On the petition date, the Debtors' records reflected a total of approximately 100,000 claims pending against them on various dockets in courts across the country. See Tananbaum Decl. ¶¶ 20, 42; Informational Br. at 3. Since that time, however, the Debtors have updated their claims database to reflect a large number of prepetition dismissals that were not yet posted in the Debtors' claims database at the time of the petition date. On April 4, 2022, the Debtors amended their schedules of assets and liabilities and statements of financial affairs to, among other things, reflect these changes in the Debtors' claims database. See Murray Dkts. 60 and 61; Aldrich Dkts. 1096 and 1097.

⁷ Plaintiffs asserting exposure to the Debtors' products on U.S. Navy ships, in industrial facilities, or in other commercial buildings were almost certainly exposed to a variety of alternative asbestos products. Informational Br. at 17. In light of the low potency of chrysotile and the minimal exposure risk attributable to gaskets and packing, it is much more likely that exposure to other potent, friable asbestos products was the cause of mesothelioma or other asbestos-related disease. Id.

among other things, the naming of the Debtors as defendants without a sufficient basis to do so and—of particular relevance to this Motion—a lack of transparency and disclosure of claimants' exposure to asbestos products of companies not participating in the tort system litigation. Id. at 20. The Debtors provide examples in the Informational Brief of cases where the Debtors have been subject to such practices. See id. at 20-29.

Relief Requested

14. By this Motion, the Debtors seek the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), authorizing the Debtors to issue subpoenas on the Producing Parties requesting the information described below with respect to the approximately 12,000⁸ Claimants.

15. The Debtors seek the following categories of information from the Trusts:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed against Trust;
- c. Date claim approved by Trust, if approved;
- d. Date claim paid by Trust, if paid;
- e. If not approved or paid, status of claim; and
- f. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.

16. In addition to the Manville Trust, the Debtors seek authority to issue the subpoenas seeking the information described above from DCPF and Verus with respect to the DCPF Trusts and Verus Trusts listed below.⁹

⁸ Because Owens-Illinois, Inc. stopped manufacturing asbestos-containing products in 1958, data for only a subset of the approximately 12,000 Claimants will be needed from Paddock, as many of the Claimants were unlikely to be exposed to asbestos prior to 1958.

⁹ By this Motion, the Debtors also seek authority to issue subpoenas directly to the Trusts themselves, in the event DCPF or Verus asserts that such subpoenas are necessary to secure production. The Debtors reserve

a. DCPF Trusts:

- i. Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ii. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- iii. Celotex Asbestos Settlement Trust
- iv. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
- v. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
- vi. Flintkote Asbestos Trust
- vii. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- viii. Pittsburgh Corning Corporation Asbestos PI Trust
- ix. United States Gypsum Asbestos Personal Injury Settlement Trust
- x. WRG Asbestos PI Trust

b. Verus Trusts:

- i. ACandS Asbestos Settlement Trust
- ii. Combustion Engineering 524(g) Asbestos PI Trust
- iii. G-I Holdings Inc. Asbestos Personal Injury Settlement Trust
- iv. GST Settlement Facility
- v. Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust
- vi. Quigley Company, Inc. Asbestos PI Trust
- vii. T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust
- viii. Yarway Asbestos Personal Injury Trust

17. The Debtors seek essentially the same information from Paddock:

- a. Claimant's law firm (with email and address of contact person);
- b. Date claim filed or otherwise asserted;
- c. Jurisdiction and state of filing (if applicable);
- d. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- e. Date claim resolved, if resolved;
- f. Date claim paid, if paid; and
- g. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;

all rights to seek further discovery from other claims processing facilities, trusts, and other parties to the extent it becomes necessary and relevant in these cases.

- ii. Date(s) exposure(s) ended;
- iii. Manner of exposure;
- iv. Occupation and industry when exposed; and
- v. Products to which exposed.

18. The production of the data will be subject to the anonymization, notice, and confidentiality requirements, and strict access and use restrictions, set forth in the Proposed Order—substantially identical to those approved by the Court in DBMP.

Argument

A. The Requested Discovery Is Relevant to Estimation of the Debtors' Asbestos Liabilities and Effectuation of a Successful Plan and Is Appropriate and Necessary Under the Circumstances.

The Nature of the Discovery Sought is Relevant and Appropriate

19. The process of valuing the Debtors' present and future asbestos liabilities will be the cornerstone of these cases. And, whether in an estimation proceeding or confirming a plan, the Debtors will need to demonstrate to their constituencies and to this Court why the values proposed to fund a trust and compensate creditors are credible.

20. Based on arguments made in prior cases by similar constituencies, the Debtors anticipate asbestos claimants' representatives and experts to argue that the Debtors' settlement history is the only appropriate metric for estimating their present and future liabilities. The Debtors, however, contend that their prepetition settlement history is an improper basis upon which to estimate their aggregate liability for present and future asbestos claims.¹⁰ This is exactly the conclusion reached by the court in Garlock. Indeed, the Garlock court found that

¹⁰ See S. Elizabeth Gibson, Fed. Judicial Ctr., Judicial Management of Mass Tort Bankruptcy Cases at 97 (2005) (noting that if past settlements are proffered at estimation, debtor "should have the opportunity prior to a judicial estimation to establish the invalidity of past settlement values as a basis for valuing present and future claims"). Any attempt to equate settlements with expected liability also would violate the prohibition in Federal Rule of Evidence 408 on using settlements to "prove or disprove the validity or amount of a disputed claim."

"[t]he withholding of exposure evidence by plaintiffs and their lawyers was significant and had the effect of unfairly inflating the recoveries against Garlock" In re Garlock Sealing Techs. LLC, 504 B.R. 71, 86 (Bankr. W.D.N.C. 2014). The court further determined that "the practice was sufficiently widespread to render Garlock's settlements unreliable as a predictor of its true liability." Id. at 87. As a consequence of these and other factors, rather than value Garlock's present and future liabilities based upon past settlements, the court concluded that "[t]he best evidence of Garlock's aggregate responsibility [was] the projection of its legal liability that takes into consideration causation, limited exposure and the contribution of exposures to other products." Id. at 73.

21. In reaching its conclusions, the Garlock court relied heavily on information obtained from section 524(g) trusts. The Court determined that the claimants' failure to disclose exposure evidence impacted the debtor's historical claims resolutions, and that lack of disclosure is a material consideration when one is evaluating whether a debtor's settlement history could provide a reliable basis upon which to estimate that debtor's asbestos liability.

22. In Garlock, the court ordered certain trusts and trust sub-funds then handled by DCPF to produce data concerning claims made by approximately 11,000 mesothelioma claimants who had settled with Garlock between 1999 and 2010. See Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. Aug. 7, 2012) [Dkt. 2430] (attached as Exhibit C). The court ultimately relied on the data obtained through the trust discovery in finding the "startling pattern of misrepresentation" in cases Garlock had resolved before its petition. In re

Garlock Sealing Techs., 504 B.R. at 86. In part for this reason, the court rejected the claimant experts' reliance on Garlock's past settlements, concluding that the "settlement history data does not accurately reflect fair settlements because exposure evidence was withheld." Id. at 94.

These findings were not based solely on evidence from 15 of Garlock's most significant cases where the court granted wide-ranging discovery, which revealed that "exposure evidence was withheld in *each and every one of them*." Id. at 84 (emphasis in original). The court also used the data from the trust discovery to find that, in hundreds of Garlock's cases, "the plaintiff's discovery responses conflicted with one of the Trust claim processing facilities or balloting in bankruptcy cases." Id. at 85-86. Based on this and other evidence, the court concluded "[i]t appears certain that more extensive discovery would show more extensive abuse." Id. at 86.

23. More recently in this jurisdiction, Judge Beyer in Bestwall and this Court in DBMP also have approved requests for trust discovery in those cases. See Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C. Feb. 17, 2022) [Dkt. 1340] (the "DBMP Order") (attached as Exhibit D); Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C. Mar. 24, 2021) [Dkt. 1672] (attached as Exhibit E). Judge Beyer ordered trust discovery after finding that the trust data were relevant to various purposes in the case, including "the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the debtor's asbestos liability," and "Dr. Bates' estimation of the debtor's liability." Transcript of Mar. 4, 2021 Hearing at 13, In re Bestwall LLC, No. 17-31795 (Bankr. W.D.N.C.) [Dkt. 1647] (excerpts attached as Exhibit F). Likewise, Judge Beyer

found that the trust data "will assist the debtor in developing its trust distribution procedures and evaluating those procedures proposed by the ACC and the FCR in their plan." Id.

24. In its ruling approving trust discovery in DBMP, this Court concluded, "I think it's relevant. Other courts have found that. . . . I think we've got information that is necessary and relevant to an estimation here." Transcript of Dec. 16, 2021 Hearing at 133, In re DBMP LLC, No. 20-30080 (Bankr. W.D.N.C.) [Dkt. 1260] (excerpts attached as Exhibit G).¹¹ The Court expressly noted that "the fact that Judge Hodges relied on this heavily in his estimation decision, I think, accentuates both the relevance and the need for the information." Id. at 134. And, the DBMP Order specifically provides that the requested discovery seeks evidence that is "relevant and necessary" not only to estimation of the debtor's liability, but also to the effectuation of a plan:

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor's liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor's asbestos liability; the estimation of the Debtor's asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization

DBMP Order, ¶ 3.

¹¹ The Court further adopted Judge Beyer's ruling in Bestwall, subject to modifications to address certain privacy and similar concerns in response to rulings made by the District Court for the District of Delaware in connection with efforts to quash or modify the Bestwall trust discovery in that court:

I agree with Bestwall on this, as modified. I think we've got to bear in mind what Judge Connolly has done. So I'm inclined to grant this motion without the PII, effectively allowing the proposed keying with the, the relevant [information] so that it can be matched up when it comes back to the debtor, but anonymized when it's produced. . . . Basically, I'm adopting Judge Beyer's original ruling, but modified for the requirements that the district court has. . . . [E]ffectively, on the things other than the technical issues I'm foursquare with Judge Beyer on this.

Id. at 133-34.

25. The information requested is plainly relevant and necessary in these cases for the same reasons as in Bestwall and DBMP. These cases are moving towards an estimation hearing that will require the Court to determine whether the Debtors' prepetition settlements provide a reliable basis for estimating their aggregate liability. And, the Debtors have filed a plan for which trust distribution procedures must be formulated. Ultimately, any plan and trust distribution procedures must be approved by the Debtors' constituencies and the Court. The information that will be obtained through the requested discovery will be material to each of these efforts.

26. The "relevance and the need for the information" found by the Court in DBMP in light of the Garlock ruling is even more applicable in these cases given the significant overlap between the Debtors' asbestos litigation history and Garlock's. The majority of asbestos claims against the Debtors concern products (*i.e.*, gaskets) similar to those at issue in Garlock—indeed, Garlock was a substantial supplier of gaskets to the Debtors. *See* Informational Br. at 25-26. In fact, over three quarters of the mesothelioma claims filed against the Debtors in the decade prior to Garlock's petition date also were filed against Garlock. *Id.* at 22. And, 90% of the dollars associated with mesothelioma claims resolved by the Debtors during that same time period relate to claims that also were filed against Garlock. Moreover, as described in detail in the Informational Brief, based on the public record of the Garlock estimation proceeding, the Debtors already have identified examples where claimants failed to disclose to either Garlock or the Debtors alternative exposures during their tort cases. *See id.* at 23-29.

The Additional Sources of Information Beyond Those Requested in DBMP Are Appropriate as to These Debtors

Verus Trusts

27. The trust established in Garlock (the GST Settlement Facility) is managed by Verus. Verus also serves as the claims processing facility for a number of other large asbestos bankruptcy trusts, many of which have a history of substantial claiming and products, like the Debtors, used in industrial and commercial settings. For reasons specific to these Debtors, the Debtors seek the relevant data from the GST Settlement Facility and seven other of the 20 asbestos bankruptcy trusts whose claims are processed by Verus.

28. From the beginning of these cases, the Court has been informed of the similarities between the asbestos exposures alleged as to Aldrich and Murray and the products at issue in Garlock. Given those similarities, data from the GST Settlement Facility is particularly relevant to estimation of the Debtors' liabilities. Likewise, this information will be of tremendous use in regard to confirmation of any plan and associated trust distribution procedures. In light of the heightened relevance of Garlock-related data to these cases, the Debtors are requesting discovery of the same data from the GST Settlement Facility that they are seeking from the Manville Trust and the DCPF Trusts

29. In addition to the GST Settlement Facility, Verus serves as the claims processing facility for 19 other asbestos-related trusts. Although all of these trusts would have data relevant to these proceedings, there are at least seven such trusts that have substantial assets (and, hence, likely substantial claiming) and represent companies whose products, like the Debtors', were used primarily in industrial settings. As a result, there is a highly likely overlap of claiming with the Debtors. Further, the discovery of information from these seven Verus Trusts would provide much greater breadth in terms of the overall claiming patterns found so relevant in Garlock.

30. There are over 70 active asbestos bankruptcy trusts. Only 30 of those 70+ active trusts have received over \$300 million in total assets. The DCPF Trusts and the Manville Trust represent only 11 out of those 30. With the addition of the GST Settlement Facility and the seven other Verus Trusts requested here, the parties and the Court will benefit from trust claims data from 19 out of the 30 currently active trusts with more than \$300 million in assets. In sum, although the parties and the Court will only be provided with information from less than 30% of the active trusts, the requested discovery will capture over 60% of the active trusts with a substantial asset history. Collectively, the Manville Trust, the DCPF Trusts, and the Verus Trusts process claims for most of the prominent asbestos defendants whose liabilities derive—like the Debtors—predominantly from industrial settings. Discovery from this subset of the many asbestos trusts in operation will produce a more broad-based, comprehensive, sampling of key trust claim information that will lead to a more precise analysis of the Debtors' settlement history and, thus, a more reliable estimate of the Debtors' present and future liabilities.

Paddock

31. Likewise, the Debtors seek substantially the same data from Paddock, which is relevant in these cases for the same reasons that trust claims data is relevant. Paddock is the successor-by-merger to Owens-Illinois, Inc. See Gordon Decl., ¶ 7. Prior to filing for bankruptcy in 2020, Paddock was subject to claims alleging personal injuries and death from exposure to asbestos contained in products manufactured under the "Kaylo" brand between 1948 and 1958. Id. These were primarily pipe covering and block insulation products, which contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture. Id. Paddock historically resolved claims outside of the tort system, much like an asbestos trust. Id. at ¶ 10 ("In contrast to many other companies' pure litigation approach, however, most Asbestos

Claims are presented to the Debtor through a variety of administrative claims-handling agreements"). Because Paddock generally was not named in tort litigation, the Debtors have little, if any, visibility into whether claimants claimed exposure to Kaylo products and recovered on those claims from Paddock. This information is plainly relevant to any analysis of the Debtors' past settlements given that, prior to its recent bankruptcy, Paddock was "one of the only remaining solvent 'amosite' defendants." *Id.* Indeed, because of the relevance of this information, Bestwall recently issued a subpoena seeking similar information from Paddock.

B. The Requested Discovery Will Pose Minimal Burden and Will Protect Claimant Privacy.

32. As with the DBMP Order, the Debtors have limited their requests to information directly relevant to evaluating the extent to which claimants alleged, and sought recovery for, alternative asbestos exposures separately from their tort cases. These requests are designed to impose minimal burden on the Producing Parties. All of the information requested is maintained by these parties in database form and can be retrieved and produced using electronic searches, with minimal expense. As with virtually all sophisticated databases, the Producing Parties can access software that will quickly and easily compile the requested data fields after being provided with a list of claimants. The Debtors have further limited any burden on the Producing Parties by requesting data solely for claimants for whom the Debtors already have Social Security numbers. This will permit a simple matching protocol and will minimize the risk of false positive matches. In addition, as in DBMP, the Debtors' retained expert, Bates White, LLC ("Bates White"), will be charged with creating the "Matching Key" for the anonymization process further described below. And, the Debtors will reimburse reasonable costs associated with complying with the subpoenas, which the Debtors anticipate will be minimal.

33. Producing information of this nature creates minimal burden. For example, in Garlock, data requested from certain trusts and trust sub-funds then handled by DCPF was produced less than a month after the Court's order overruling certain objections was entered.¹² Similarly, during discovery relating to plan confirmation and estimation of non-mesothelioma claims, the Garlock court ordered the Manville Trust to produce asbestos exposure and medical data fields, as well as copies of certain medical and exposure records submitted to the Manville Trust, pertaining to over 90,000 Garlock non-mesothelioma claimants, a little more than a month after the order on that discovery was entered. *See Order Granting in Part and Denying in Part Debtors' Motion for Leave to Serve Subpoena on Manville Trust*, ¶ 5, In re Garlock Sealing Techs. LLC, No. 10-31607 (Bankr. W.D.N.C. July 24, 2015) [Dkt. 4721] (attached as Exhibit I).

34. Moreover, the Proposed Order includes robust protections governing production of all requested data. These include the same anonymization, notice, and confidentiality requirements approved in DBMP. As a result of the anonymization protocol, including use of a numerical "Claimant Pseudonym" that Bates White will generate and assign to each claimant preproduction, no claimant identifying information (e.g., names, Social Security numbers, dates of birth) will be subject to production. The only claimant data that will be produced are the fields relevant to the Debtors' analysis (such as the dates of the claims, whether or not they were compensated, and available exposure information). This data will not be able to be tied to any individual absent access to the "Matching Key" created by Bates White. The Proposed Order further includes stringent confidentiality, access, and use restrictions for the data, including prohibitions on introducing claimant-specific data in the public record absent court order, and a requirement that the produced data be destroyed promptly after the bankruptcy case ends. And,

¹² Compare Exhibit F with GST-1601, Letter from Stephen M. Juris to Garland S. Cassada dated Sept. 5, 2012 (attached as Exhibit H).

the Proposed Order provides that only claimants who receive notice will have their data subject to production and data relating to *pro se* claimants will be excluded from production.

35. For all of the foregoing reasons, the requested discovery is properly tailored to the needs of these cases. The relevance of the requested information and the Debtors' need for it far outweigh any burden that may be imposed on the Producing Parties. In light of the central role that estimating the Debtors' present and future liabilities will play, and the importance of ensuring that any estimate is reasonable and reliable for the benefit of present and future claimants, the Debtors respectfully request that the Court grant the relief sought herein.

Notice

36. Notice of this Motion has been provided to: (a) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (b) counsel to the ACC; (c) counsel to the FCR; (d) counsel to the Debtors' non-debtor affiliates, Trane Technologies Company LLC and Trane U.S. Inc.; (e) DCPF and counsel to DCPF, as reflected in public filings; (f) Verus Claims Services, LLC; (g) Verus, LLC and counsel to Verus, LLC, as reflected in public filings; (h) Paddock and counsel to Paddock; (i) the Trusts; (j) the registered agents for the Trusts, where available; (k) counsel to the Trusts, as reflected in public filings or other public sources, where available; (l) counsel of record for all known claimants who have asserted asbestos-related personal injury claims against the Debtors, as reflected in their schedules of assets and liabilities and statements of financial affairs; and (m) the other parties on the Service List established by the *Order Establishing Certain Notice, Case Management, and Administrative Procedures* [Dkt. 123]. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be provided.

No Prior Request

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

WHEREFORE, the Debtors respectfully request that the Court: (a) enter the Proposed Order granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem just and proper.

Dated: April 7, 2022
Charlotte, North Carolina

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

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

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

**ORDER GRANTING MOTION OF THE DEBTORS
FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

This matter coming before the Court pursuant to the *Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* [Dkt. __] (the “Motion”),² filed by Aldrich Pump LLC (“Aldrich”) and Murray Boiler LLC (“Murray”), as debtors and debtors-in-possession in the above-captioned cases (together, the “Debtors”). Based upon a review of the Motion, the evidence presented, and the arguments

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

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

of counsel at the hearing on this matter, the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein.

3. The Debtors are authorized to issue and serve subpoenas requesting the data described in paragraph 10 below on:

- a. the Manville Personal Injury Settlement Trust (“Manville Trust”);
- b. the Delaware Claims Processing Facility (“DCPF”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “DCPF Trusts”):³
 - (i) Armstrong World Industries Asbestos Personal Injury Settlement Trust;
 - (ii) Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
 - (iii) Celotex Asbestos Settlement Trust;
 - (iv) DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
 - (v) Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
 - (vi) Flintkote Asbestos Trust;
 - (vii) Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);

³ The Debtors also may subpoena the DCPF Trusts to effectuate this Order.

- (viii) Pittsburgh Corning Corporation Asbestos PI Trust;
 - (ix) United States Gypsum Asbestos Personal Injury Settlement Trust; and
 - (x) WRG Asbestos PI Trust;
- c. Verus Claims Services, LLC (“Verus”)⁴ with respect to the following asbestos personal injury trusts whose claims are handled by Verus (the “Verus Trusts” and, collectively with the Manville Trust and the DCPF Trusts, the “Trusts”):⁵
- (i) ACandS Asbestos Settlement Trust;
 - (ii) Combustion Engineering 524(g) Asbestos PI Trust;
 - (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust;
 - (iv) GST Settlement Facility;
 - (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust;
 - (vi) Quigley Company, Inc. Asbestos PI Trust;
 - (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and
 - (viii) Yarway Asbestos Personal Injury Trust.

4. The Debtors are authorized to issue and serve a subpoena requesting the data described in paragraph 11 below on Paddock Enterprises, LLC (“Paddock”).

5. The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with the estimation of the Debtors’ liability for current and future asbestos-related claims and the negotiation, formulation, and confirmation of a plan of reorganization in these cases, specifically: the determination of whether pre-petition settlements

⁴ To the extent that another entity is responsible for managing or otherwise processing claims for the Verus Trusts (as defined herein), including, without limitation, Verus, LLC, the term “Verus” shall include such entity.

⁵ The Debtors also may subpoena the Verus Trusts to effectuate this Order.

of mesothelioma claims provide a reliable basis for estimating the Debtors' asbestos liability; the estimation of the Debtors' asbestos liability; and the development and evaluation of trust distribution procedures for any plan of reorganization confirmed in these cases (collectively, such purposes, the "Permitted Purposes").

6. Bates White, in its capacity as a Retained Expert (as defined herein) for the Debtors, shall create a "Matching Key", which shall be a list (in electronic, text searchable format) of last names and Social Security numbers ("SSNs"), in separate fields, for claimants who asserted mesothelioma claims against the Debtors, Aldrich's predecessor, the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey Corporation) ("Old IRNJ"), or Murray's predecessor, the former Trane U.S. Inc. ("Old Trane") that were resolved by settlement or verdict and for whom the Debtors possess SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the "Claimants"), as well as a unique numerical pseudonym (the "Claimant Pseudonym") assigned by Bates White and corresponding to each Claimant. On the same day the Debtors effect service of the subpoenas authorized by this order (the "Service Date"), Bates White shall provide the Matching Key to the Manville Trust, DCPF, Verus, and Paddock (each, a "Producing Party" and, collectively, the "Producing Parties"). Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. ("LAS"), and Ankura Consulting Group, LLC ("Ankura"), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

7. On or before the twenty-first (21st) day following the Service Date,⁶ DCPF, the Manville Trust, and Verus shall identify the claimants in the Trusts' databases, and Paddock shall identify the claimants in any claims database within Paddocks' possession, custody, or control whose purpose is or was to track asbestos personal injury claims asserted against Paddock or Owens-Illinois, Inc. (the "Paddock Database"), whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Claimant and who did not file their Trust claims *pro se* or, in the case of Paddock, who are listed in the Paddock Database as having a claim that was not asserted *pro se* (the "Matching Claimants"). In performing this match, the Producing Parties shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., "Van" or "De") as necessary to ensure the most comprehensive initial match.

8. On or before the twenty-first (21st) day following the Service Date, the Producing Parties shall also provide to counsel for the Debtors a list of the first and last names and SSN of claimants in the Trusts' databases or, in the case of Paddock, in the Paddock Database, who match the nine-digit SSN of any Claimant but who (a) filed their Trust claims *pro se* or, in the case of Paddock, who appear in the Paddock Database as having asserted a claim *pro se*, (and identify such claimants on the list) or (b) in the view of the Producing Party do not match the last name associated with the Claimant (the "Meet and Confer List"). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Data

⁶ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

(as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtors and the Producing Parties shall meet and confer concerning whether any of the claimants on the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtors (and the Debtors' Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide the Producing Parties with written confirmation of such deletion; provided, however, that such deletion deadline shall be extended for each day the meet and confer process between the Debtors, on the one hand, and the Producing Parties, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtors and the Producing Parties cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

9. Within seven (7) days of the identification of Matching Claimants, whether pursuant to paragraph 7 or paragraph 8 (and this paragraph 9, as applicable), the Producing Parties shall notify the Matching Claimants' counsel of record that the relevant Trusts (or Paddock, as applicable) have received a subpoena from the Debtors. The notice from the Producing Parties shall state that the data associated with the Matching Claimants, as described in paragraphs 10 and 11 below (as applicable), will be produced if they do not file a motion to quash the subpoena in the court of compliance for the Producing Party by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provision of notice to their counsel of record by the Producing Party. The Producing Parties shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, the Producing Party is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation

because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the “Unnoticeable Claimants”). The Producing Parties shall provide the Debtors on or before the thirtieth (30th) day following the Service Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim (or, in the case of Paddock, that asserted the claim on behalf of the claimant) and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtors and the Producing Parties to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtors and the Producing Party are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant in the court of compliance for the Producing Party before the applicable deadlines set forth above in this paragraph 9, the Producing Party shall produce to the Debtors the data described in paragraph 10 or 11 below (as applicable), relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “Production Date”).

10. On or before the applicable Production Date, DCPF, the Manville Trust, and Verus shall produce to Bates White (in electronic database format and, with respect to DCPF

and Verus, separately for each Trust) the following information pertaining to each Matching Claimant⁷ (to the extent the relevant Trust databases contain such information) (the “Trust Anonymized Matched Production”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;
- e. Date claim paid by Trust, if paid;
- f. If not approved or paid, status of claim; and
- g. All exposure-related fields,⁸ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

11. On or before the applicable Production Date, Paddock shall produce to Bates White (in electronic database format) the following information pertaining to each Matching Claimant (to the extent the Paddock Database contains such information)

⁷ For the avoidance of doubt, the term “Matching Claimants” referenced in paragraphs 10 and 11 of this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

⁸ To the extent any names or SSNs appear in any exposure-related field, the Manville Trust, DCPF, and Verus may redact such names and SSNs prior to production of the Trust Anonymized Matched Production. In addition, prior to delivery of the Trust Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Trust Anonymized Matched Production.

(the “Paddock Anonymized Matched Production” and, together with the Trust Anonymized Matched Production, the “Anonymized Matched Productions”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed or otherwise asserted;
- d. Jurisdiction and state of filing (if applicable);
- e. Status of claim (e.g., settled, dismissed, plaintiff verdict, defense verdict, settled pending payment, open, etc.);
- f. Date claim resolved, if resolved;
- g. Date claim paid, if paid; and
- h. All exposure-related fields,⁹ including:
 - (i) Date(s) exposure(s) began;
 - (ii) Date(s) exposure(s) ended;
 - (iii) Manner of exposure;
 - (iv) Occupation and industry when exposed; and
 - (v) Products to which exposed.

12. The Anonymized Matched Productions shall be used as follows:

- a. Subject to and without in any way limiting the restrictions described in paragraph 13(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtors, the ACC, the FCR, Trane Technologies Company LLC (“New Trane Technologies”) and Trane U.S., Inc. (“New Trane” and, together with the

⁹ To the extent any names or SSNs appear in any exposure-related field, Paddock may redact such names and SSNs prior to production of the Paddock Anonymized Matched Production. In addition, prior to delivery of the Paddock Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Paddock Anonymized Matched Production.

Debtors, New Trane Technologies, the ACC, and the FCR, the “Parties”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Productions.

b. The Retained Experts (as defined in paragraph 13(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Productions, on a claimant-by-claimant basis, with data from the Debtors’ database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Productions with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Productions that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, provided, however, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Productions to the Matching Key.

c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Productions, on a claimant-by-claimant basis, to the Debtors' database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "Anonymized Database").

13. The Matching Key (and any portion or extract thereof), the Anonymized Matched Productions, and any Anonymized Databases (together, the "Confidential Data") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information* [Dkt. 345] (the "Protective Order"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

a. No Confidential Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with these cases, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in these cases (collectively, the "Authorized Representatives"); provided, however, that the right of access to the Confidential Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 13(b) immediately below.

b. Any person exercising a right of access to the Confidential Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall

thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order.

Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Data conferred by paragraph 13(a) above, each entity whose Authorized Representatives will receive access to the Confidential Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Data in the performance of the entity's duties with respect to these bankruptcy cases. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Data under paragraph 13(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

c. Any entity whose Authorized Representatives receive access to any Confidential Data and any Authorized Representative who receives access to any Confidential Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Data (including without limitation the Matching Key or any information

derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.

d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a retained claims expert for the Debtors, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “Retained Expert”), and (iii) such other persons as the Parties and the Producing Parties may agree to in writing from time to time; provided, however, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 13(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 13(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

e. No claimant-specific data from or derived from any Confidential Data shall be (i) offered as evidence in these bankruptcy cases, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to the Producing Parties and claimants provided to their attorneys at the addresses contained in the data produced by the Producing Parties) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or

use. The restrictions of this paragraph 13(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

f. If, in connection with a motion pursuant to paragraph 13(e), or any response to such motion, a Party proposes to place any Confidential Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Data shall be used only in connection with a Permitted Purpose.

h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Data from using or referring to the Confidential Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 13(e) above.

14. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

15. Within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall permanently delete such Confidential Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Data or any excerpts thereof; provided, however, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

16. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 13(g); and (d)

complied with the requirements in paragraph 15 concerning the deletion of any Confidential Data.

17. Subject to the requirements of paragraphs 12 and 13 above, nothing in this Order shall restrict any person's right to make lawful use of:

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

18. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Claimants, including where such Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Productions.

19. The Debtors shall reimburse the Producing Parties for their reasonable and documented expenses in complying with this Order and the subpoenas. The Producing Parties shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

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

Instructions: This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 13(b) of the above-referenced Order.

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

On behalf of my employer, _____ [write in name of employer] (“Employer”), I and Authorized Representatives of Employer may be given access to Confidential Data. The Confidential Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

Employer and its Authorized Representatives will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), Employer will destroy any Confidential Data. Within 30 days after the Deletion Date, Employer will file a declaration in compliance with paragraph 16 of the Order.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

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

By: _____
Print Name: _____
Title: _____
Employer: _____
Address: _____
Dated: _____
Relationship to Employer:_____

**EXHIBIT A.2 TO ORDER GRANTING MOTION OF THE
DEBTORS FOR AN ORDER AUTHORIZING THE DEBTORS TO ISSUE
SUBPOENAS ON ASBESTOS TRUSTS AND PADDOCK ENTERPRISES, LLC**

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

Instructions: This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 13(b) of the above-referenced Order.

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

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC* (the “Order”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”) in the above-referenced chapter 11 cases.

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

I will not disclose any Confidential Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 15 of the Order, within 30 days after the effective date of a confirmed plan for the Debtors or the entry of a final order confirming such a plan, whichever is later (the “Deletion Date”), I will destroy any Confidential Data. Within 30 days after the Deletion Date, I will file a declaration in compliance with paragraph 16 of the Order.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

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

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
In re:	:	Chapter 11
	:	
PADDOCK ENTERPRISES, LLC	:	Case No. 20-_____ (_____)
	:	
Debtor. ¹	:	
	:	
	X	

**DECLARATION OF DAVID J. GORDON, PRESIDENT
AND CHIEF RESTRUCTURING OFFICER OF THE DEBTOR, IN
SUPPORT OF CHAPTER 11 PETITION AND FIRST DAY PLEADINGS**

I, David J. Gordon, pursuant to 28 U.S.C. § 1764, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the President and Chief Restructuring Officer of Paddock Enterprises, LLC (the “**Debtor**”). The Debtor is organized under the laws of the state of Delaware. I own and operate a management services business, DJG Services, LLC (“**DJG**”), through which I began working with the Debtor and its affiliates (collectively, the “**Company**”) as a real estate consultant in November 2019. Pursuant to a consulting contract between DJG and the Debtor’s predecessor, I have served as President and Chief Restructuring Officer of the Debtor since December 18, 2019. I am also the President and own 50% of DJO Services, LLC (“**DJO**”). DJO owns the equity interest in a number of currently non-operating companies that face asbestos personal injury litigation and provides management services to each of them. In addition, I am the President of Fraser Boiler Service, Inc., which is the Debtor in a chapter 11 case involving asbestos mass tort and related insurance issues, which is currently pending in the Western District of Washington. In

¹ The last four digits of the Debtor’s federal tax identification number are 0822. The Debtor’s mailing address is One Michael Owens Way, Perrysburg, Ohio 43551.

my personal capacity, I serve as Liquidating Trustee to the Oakfabco Liquidating Trust, as an independent director for two other companies, and as Director of Insurance and Litigation for a regional contractor in the Northwest. Prior to starting DJO in 2015, I served as a vice president, and then President and Chief Executive Officer (“**CEO**”) of The Flintkote Company (“**Flintkote**”) from 2000-2017, including through its chapter 11 bankruptcy. In my capacity as CEO of Flintkote, I also served as the CEO of the Plant Insulation Company from 2007-2012, including through its chapter 11 bankruptcy. I also currently serve as the trustee for the Flintkote Trust. From 1997-2003, I served in various capacities for Flintkote’s ultimate parent, Imasco Holdings Group, Inc., including as the President of Roy Rogers Restaurants and as President of MRO Mid-Atlantic Restaurants. Prior to that time, I served in senior counsel positions for Hardee’s Food Systems, Inc. from 1987-1997 and Burger King Corporation from 1980-1987. I am authorized to submit this declaration (the “**First Day Declaration**”) on behalf of the Debtor.

2. I am responsible for overseeing the day-to-day operations of the Debtor, as well as developing and managing the real estate business of its wholly owned, non-Debtor subsidiary, Meigs Investments, LLC (“**Meigs**”). As a result of my experience with the Debtor, my review of public and non-public documents (including the Debtor’s books and records), and my discussions with members of the Company’s management team, I am generally familiar with the Debtor’s business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from Company employees, Company documents and/or the Debtor’s professionals. If called upon to testify, I would testify competently to the facts set forth in this First Day Declaration.

3. On the date hereof (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of Delaware (the “**Court**”). The Debtor will continue to operate its business and manage its property as debtor-in-possession.

4. I submit this First Day Declaration on behalf of the Debtor in support of the Debtor’s (a) voluntary petition for relief and (b) “first-day” pleadings, which are being filed concurrently herewith (collectively, the “**First Day Pleadings**”). I have reviewed the Debtor’s petition and the First Day Pleadings, or have otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to avoid immediate and irreparable harm to the Debtor and to successfully maximize the value of the Debtor’s estate. References to the Bankruptcy Code, the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on explanations provided by, and the advice of, counsel.

5. The primary purpose of this case (the “**Chapter 11 Case**”) is to address and comprehensively resolve the Debtor’s legacy asbestos-related liabilities, which arise out of the production and distribution of certain asbestos-containing products by a former business unit of the Debtor’s predecessor from 1948 to 1958, when that business unit was sold. The Debtor intends to achieve this goal by promptly negotiating—and ultimately confirming—a plan of reorganization pursuant to sections 524(g) and 1129 of the Bankruptcy Code. The Debtor believes that creation of a section 524(g) trust would be the fairest and most expeditious way for the Debtor to ensure that holders of current and future Asbestos Claims (as defined below) are treated in a fair and just manner. The Debtor is confident that the tools and protections available in chapter 11 will facilitate negotiations that will ultimately result in a court-approved plan.

6. Part I of this First Day Declaration describes the Debtor's historical asbestos-related liabilities and the events leading to the filing of this Chapter 11 Case. Part II provides an overview of the Debtor's relevant corporate history and attributes, including the corporate modernization that it consummated on December 26-27, 2019. Part III sets forth relevant facts in support of the First Day Pleadings.

I. THE DEBTOR'S ASBESTOS-RELATED LIABILITIES AND EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASE

A. The Debtor's Limited Asbestos Operations and Ongoing Claiming Activity

7. The Debtor is the successor-by-merger to Owens-Illinois, Inc., which previously served as the ultimate parent of the Company. The Debtor is annually subject to hundreds of claims and lawsuits alleging personal injuries and death from exposure to asbestos ("**Asbestos Claims**") contained in products manufactured under the "Kaylo" brand between 1948 and 1958, which were primarily pipe covering and block insulation products. These products contained either chrysotile or amosite asbestos fibers, depending on the year of manufacture, and had extremely limited applications, such as for high temperature piping in large industrial settings. As discussed further below, the Debtor's predecessor sold its entire Kaylo business to Owens Corning Fiberglass Corporation ("**Owens Corning**") in 1958 and has not manufactured or sold any Kaylo products since then. No other entities within the Company were ever involved in the production or sale of Kaylo products.

8. In April 1953, the Debtor's predecessor entered into a five-year sales agreement covering Kaylo products with Owens Corning, which then began distributing the product line. Owens Corning subsequently purchased the Kaylo business in its entirety in April 1958 and, upon information and belief, owned and exclusively operated it until 1972. Owens Corning filed for chapter 11 protection in October of 2000 and confirmed its plan of reorganization with a section

524(g) trust in September of 2006. The Owens Corning 524(g) trust has been making payments on account of Kaylo-related asbestos claims since then.

9. Despite having only produced Kaylo products for a fraction of the total production window, the Debtor continues to fund an outsized share of tort recoveries. This situation arises in part because the section 524(g) trust system operates independently of the tort system, which allows for plaintiffs to recover from defendants in the tort system, collect their full damages, and then collect significant damages from trusts based on evidence they subsequently submit, even when it alleges exposure to the same product. It also arises because the cost of defending asbestos claims in the tort system has risen. The Debtor currently has approximately 900 personal injury lawsuits pending against it throughout the country, many of which are currently dormant in status. These lawsuits typically allege various theories of liability, including negligence, gross negligence and strict liability, and seek compensatory and, in some cases, punitive damages. Each lawsuit requires the Debtor to incur a range of tens to hundreds of thousands of dollars or more in attorneys' fees and costs alone.

10. In contrast to many other companies' pure litigation approach, however, most Asbestos Claims are presented to the Debtor through a variety of administrative claims-handling agreements ("**Administrative Claims Agreements**"). The Company long believed that it and its various stakeholders were best served by proactively managing its asbestos-related liabilities outside of the tort system through such agreements. This strategy has historically allowed the Debtor more predictability in managing risk and its annual asbestos-related financial obligations. However, the Company's ability to reasonably estimate and reserve for the Debtor's asbestos-related tort expenditures has been significantly affected by, among other factors, changes in claiming patterns; changes in the law, procedure, and asbestos docket management; and pressure

on settlement values driven by co-defendant bankruptcies, adverse tort system developments, and the Debtor's status as one of the only remaining solvent "amosite" defendants. These factors have also made Administrative Claims Agreements—at least on existing payment terms—difficult to maintain, and therefore less reliable to the Debtor.

11. The Company has for many years conducted an annual comprehensive legal review of its asbestos-related tort expenditures in connection with finalizing its annual results of operations in its public filings. Beginning in 2003, the Company had been estimating its asbestos-related tort expenditures based on an analysis of how far in the future it could reasonably estimate the number of claims it would receive, which was several years. In April 2016, the Company adjusted its method for estimating its future asbestos-related tort expenditures in compliance with accounting standards codification ("ASC") 450, *Contingencies*. With the assistance of an external consultant, and utilizing a model with actuarial inputs, the Company developed a new method for reasonably estimating its total asbestos-related tort expenditures, which made several adjustments to consider the probable losses for Asbestos Claims not yet asserted, as well as related costs it could properly include in its estimate.

12. Although the Company did not record any additional asbestos-related charges at the end of 2016 or 2017, as of December 31, 2018, the revised methodology led the Company to (i) conclude that a charge of \$125 million was necessary, which produced a year-end accrual of \$602 million for reasonably probable asbestos-related tort expenditures and (ii) estimate that reasonably possible losses could result in asbestos-related tort expenditures up to \$722 million (both stated in nominal dollars). The Debtor believes that, although the established reserves are appropriate under ASC 450, its ultimate asbestos-related tort expenditures cannot be known with certainty because, among other reasons, the litigation environment in the tort system has

deteriorated generally for mass tort defendants and Administrative Claims Agreements are becoming less reliable.

13. What is certain is the incredible disparity between what the Debtor has historically paid, and is now being asked to pay, for Asbestos Claims, given the extent of its historical asbestos-related operations. As of September 30, 2019, the Debtor had disposed of over 400,000 Asbestos Claims, and had incurred gross expense of approximately \$5 billion for asbestos-related costs. In contrast, its total Kaylo sales for the 10-year period in which it sold the product were approximately \$40 million. Asbestos-related cash payments for 2018, 2017, and 2016 alone were \$105 million, \$110 million, and \$125 million, respectively. Although these cash payments show a modest decline, the overall volume and claimed value of Asbestos Claims asserted against the Debtor has not declined in proportion to the facts that (i) over 60 years have passed since the Debtor exited the Kaylo business, (ii) the average age of the vast majority of its claimants is now over 83 years old, (iii) these demographics produce increasingly limited opportunities to demonstrate legitimate occupational Kaylo exposures, and (iv) other recoveries are available from trusts established by other asbestos defendants. Rather, increasing settlement values have been demanded of the Debtor. And because the Debtor has settled or otherwise exhausted all insurance that might cover Asbestos Claims, it must satisfy all asbestos-related expenses out of Company cash flows.

14. For years, the Debtor has paid more for its Asbestos Claims than its industry peers whose liabilities are paid by section 524(g) trusts. This is principally due to the inherent differences between the tort system and section 524(g) trust distribution procedures. The procedural and legal differences even among different jurisdictions in the tort system—such as joint-and-several liability—allow these disparities to exist in the extreme, which usually results in

the Debtor paying different claim amounts to otherwise similarly-situated plaintiffs. This situation is neither fair to the Company and its stakeholders nor to asbestos claimants.

15. The Debtor remains committed—as it has since the first Asbestos Claim brought against it—to fairly and equitably compensating claimants who are ill and have legitimate exposure to Kaylo products that the Debtor’s predecessor last manufactured more than 60 years ago. However, because the Company continues to face claims that increase in value, despite the fact that one would reasonably expect claims arising from the relevant manufacturing period to tail off and become more difficult to prove, the Debtor has concluded—consistent with the Company’s overall strategy of rationalizing and streamlining expenses—that the best path for fairness, certainty, and finality is only available through this Chapter 11 Case.

B. Engagement of Professionals

16. In order to explore potential alternatives to the status quo, the Debtor engaged its outside counsel, Latham & Watkins LLP (“**Latham**”), to assist it in evaluating a number of strategic options. It also retained Bates White LLC (“**Bates White**”) to provide estimation-related guidance with respect to its Asbestos Claims. The Debtor believes that guidance from both Latham and Bates White will assist it in reaching a consensual resolution in this Chapter 11 Case.

17. As part of this exploratory effort and to facilitate the implementation of a potential chapter 11 strategy if and when authorized to do so, the Debtor also entered into an engagement letter with James L. Patton, Jr. of Young, Conaway, Stargatt & Taylor, LLP (“**Young Conaway**”) on October 30, 2019 to serve as a proposed future claims representative (the “**Proposed FCR**”) to represent the interests of individuals who may assert Asbestos Claims in the future. The Debtor chose the Proposed FCR after interviewing and considering several qualified candidates, ultimately selecting James Patton based upon his qualifications and experience. The Proposed FCR retained Young Conaway as counsel and Ankura Consulting Group LLC as claims analyst to

provide advice in connection with such representation. Together with his advisors, the Proposed FCR initiated an extensive diligence process into the Debtor's Asbestos Claims, subject to a confidentiality agreement. The Debtor has worked constructively with the Proposed FCR and his advisors throughout this process by producing over 1,600 pages of documents and written responses to his information requests, as well as by attending in-person and telephonic diligence meetings, among other things.

18. The Debtor intends to seek the appointment of Mr. Patton as the future claimants' representative in connection with this Chapter 11 Case. Given the knowledge of the Debtor's business and Asbestos Claims that Mr. Patton has gained during the prepetition diligence process, the Debtor believes his appointment will result in efficiencies that benefit creditors and the estate.

C. Ultimate Decision to File for Chapter 11

19. Managing Asbestos Claims has always been a mix of legal art and science and something on which the Debtor has prided itself. The laws and the circumstances, however, have changed over time and the Debtor is no longer confident that it can appropriately and reliably manage these claims outside of a chapter 11 process. In contrast, the large number of asbestos defendants that have successfully navigated chapter 11 and confirmed section 524(g) plans (none of whom exited asbestos-related manufacturing over 60 years ago or have the Debtor's uniquely limited cohort of claimants) leads the Debtor to be confident that it too can reach a successful resolution as to its Asbestos Claims in chapter 11.

20. Thus, after extensive discussions with its advisors, the Debtor determined that commencement of this Chapter 11 Case would best position it to obtain certainty and finality in its funding obligations, in a manner that is fair and just to current and future asbestos claimants, and is in the best interests of the Debtor's estate and stakeholders. Accordingly, on January 5, 2020, the Debtor's board of managers authorized the filing of this Chapter 11 Case.

21. Based on my experience, I believe that chapter 11 provides the only avenue for all of the Asbestos Claims asserted, and to be asserted, against the Debtor to be comprehensively addressed in a single forum under a process that fosters integrity through application of the rules of evidence and the rule of law. It will avoid the unending process inherent in the state court system and, perhaps more importantly, avoid the risk that some claimants who are otherwise similarly-situated may fare better than others, based only on when their claim is asserted, where, and by which law firm. In short, chapter 11 will provide the Debtor with the statutory framework and tools necessary to finally and fairly resolve its liability for Asbestos Claims, while unlocking the growth potential for the Company and its businesses, and for the benefit of all stakeholders.

II. THE DEBTOR'S RELEVANT CORPORATE HISTORY AND ATTRIBUTES

A. The Debtor's Organizational Structure

22. There is one Debtor in this case. The Debtor was incorporated in Delaware in 2019 and maintains its headquarters in Perrysburg, Ohio. The Debtor has one operating subsidiary, Meigs. As shown in the simplified corporate organization chart attached as Exhibit A and as described in further detail below, the Debtor is a direct, wholly owned subsidiary of O-I Glass, Inc. ("**Current Parent**"). Current Parent is a public company with shares traded on the New York Stock Exchange. Current Parent holds 100% of the interests in Owens-Illinois Group, Inc. ("**O-I Group**"), which in turn directly or indirectly holds all of the Company's subsidiaries other than the Debtor and Meigs.

23. The Company is the largest manufacturer of glass container products in the world, with 78 glass manufacturing plants in 23 countries. The Company's principal product lines are glass containers for alcoholic beverages, including beer, flavored malt beverages, spirits and wine, a variety of food items, soft drinks, teas, juices and pharmaceuticals. The Company's segments include Europe, the Americas and Asia Pacific. It also provides engineering support for its glass

manufacturing operations through facilities located in the United States, Australia, France, Poland and Peru. As of December 31, 2019, the Company employed approximately 27,500 individuals worldwide.

B. Corporate Modernization Transaction

24. Recognizing that, within its corporate structure, the Company's asbestos-related liability was located at the level of the Debtor's predecessor, Owens-Illinois, Inc., the Company underwent a corporate restructuring pursuant to section 251(g) of the Delaware General Corporation Law (the "**Corporate Modernization Transaction**") in December 2019. The Company undertook the Corporate Modernization Transaction to structurally separate the legacy liabilities of the Debtor's predecessor, Owens-Illinois, Inc., from the active operations of Owens-Illinois, Inc.'s subsidiaries, while fully maintaining the Debtor's ability to access the value of those operations to support its legacy liabilities. I understand that, as a result of the Corporate Modernization Transaction, Owens-Illinois, Inc. ceased to exist for corporate purposes under Delaware law and two new entities were created: (i) the Debtor, into which Owens-Illinois, Inc. merged, and (ii) Current Parent, which became the Company's new publicly traded parent. I understand that, for all U.S. federal tax purposes, Current Parent is treated as a continuation of Owens-Illinois, Inc. In addition, (x) certain assets of Owens-Illinois, Inc., which became assets of the Debtor as a matter of law upon the Merger (as defined below), were distributed as a dividend to Current Parent, (y) certain obligations of Owens-Illinois, Inc., which became obligations of the Debtor by operation of Delaware law upon the Merger, were assumed by Current Parent, and (z) Debtor and Current Parent entered into a Support Agreement and a Services Agreement providing the Debtor with corporate and other shared services. These steps are further described below.

25. First, Owens-Illinois, Inc. undertook a holding company reorganization under the General Corporation Law of the State of Delaware, pursuant to which Owens-Illinois, Inc. formed

Current Parent as a direct, wholly owned subsidiary. Current Parent then formed the Debtor to serve as a merger subsidiary. Pursuant to an agreement and plan of merger (the “**Merger Agreement**”), Owens-Illinois, Inc. merged with and into the Debtor, with the assets and liabilities of Owens-Illinois, Inc. vesting in the Debtor as the surviving entity (the “**Merger**”) by operation of Delaware law. Upon the effectiveness of the Merger, each share of Owens-Illinois, Inc. stock held immediately prior to the Merger automatically converted into a right to receive an equivalent corresponding share of Current Parent stock, having the same designations, rights, powers and preferences and the qualifications, limitations, and restrictions as the corresponding share of Owens-Illinois, Inc. stock being converted. After the Corporate Modernization Transaction, Owens-Illinois, Inc.’s stockholders became stockholders of Current Parent.

26. In connection with the modernization, the Debtor distributed all of the shares of capital stock of O-I Group to Current Parent, and entered into an Assumption and Assignment Agreement through which certain contracts of Owens-Illinois, Inc. (including employee benefits plans) that the Debtor succeeded to as a result of the Merger by operation of Delaware law, were assigned to Current Parent (the “**Distribution**”). In connection with and prior to the Distribution, Current Parent entered into the Support Agreement with the Debtor, which is designed to ensure that the Debtor remains solvent, and a Services Agreement, which maintains the Debtor’s access to generalized corporate services and resources.

27. The Company undertook the Corporate Modernization Transaction to further its strategy of improving the Company’s operating efficiency and cost structure, while ensuring the Debtor remains well-positioned to address its legacy liabilities. The Debtor believes that the corporate structure resulting from the Corporate Modernization Transaction aligns with the Debtor’s goal of resolving its legacy liabilities fairly and finally, in a way that maximizes value

for all parties. The Corporate Modernization Transaction also helped ensure that the Debtor has the same ability to fund the costs of defending and resolving present and future Asbestos Claims as Owens-Illinois, Inc. did, through Debtor's retention of (i) its own assets to satisfy these claims and (ii) access to additional funds from the Company through the Support Agreement. In short, the Corporate Modernization Transaction made good sense on a standalone, operational basis, and was also consistent with any bankruptcy strategy the Debtor might undertake.

C. Support Agreement

28. As part of the Corporate Modernization Transaction, Current Parent entered into a support agreement with the Debtor (the "**Support Agreement**"), a true and correct copy of which is attached as Exhibit B. The Support Agreement is not a loan agreement. Instead, without any corresponding repayment obligation by the Debtor, it requires Current Parent to provide funding for all "Permitted Uses", subject to the terms of the Support Agreement. The key objective of the Support Agreement is to ensure that the Debtor has the same ability to fund the costs of managing and paying Asbestos Claims as Owens-Illinois, Inc., which funded asbestos-related liabilities out of cash funded from its subsidiaries.

D. Services Agreement

29. In connection with the Corporate Modernization Transaction and to ensure that the Debtor has access to the necessary resources and services to operate its business, the Debtor and Current Parent entered into a services agreement (the "**Services Agreement**"), pursuant to which Current Parent provides the Debtor with certain centralized corporate and administrative services, including, but not limited to, legal, accounting, tax, human resources, information technology, risk management and other support services (including information retention and records management) as are necessary to operate the Debtor's business and support its operations (including any needed

support of Meigs) (the “**Services**”). The Debtor is invoiced quarterly, on an allocated basis, for Services expenses based on a projected annual budget, which is trued-up at the end of each year based on actual costs. Amounts due under the Services Agreement are included as Permitted Uses under the Support Agreement.

E. The Debtor’s Business Operations and Assets

30. The Debtor’s business operations are exclusively focused on (1) owning and managing certain real property and (2) owning interests in, and managing the operations of, its non-Debtor subsidiary, Meigs, which is developing an active real estate business. In addition, the Debtor is responsible for managing its historical asbestos and environmental liabilities through resources available under the Services Agreement and outside advisors. In addition to amounts due under the Services Agreement, the Debtor also incurs certain direct costs related to independent director fees, consulting costs, legal fees, and other charges. The Debtor has no employees.

31. The Debtor owns one parcel of real property in Lapel, Indiana, on which an affiliate owns and operates a glass manufacturing plant (the “**Lapel Property**”). The Debtor acquired the Lapel Property from Owens-Brockway Glass Container Inc. (“**OBGC**”) prior to the Petition Date and leased it back to OBGC under a 15-year triple net lease, subject to renewal (the “**Ground Lease**”). The Ground Lease is expected to generate net rents totaling approximately \$110,000 in annual revenue. In connection with the sale and leaseback of the Lapel Property, the Debtor obtained an appraisal and capitalization rates from CBRE. The Debtor intends to manage and derive revenue from the Ground Lease business during the Chapter 11 Case and after emergence.

32. In addition to the Ground Lease, through Meigs, the Debtor holds one property and is under contract to purchase another property, both subject to triple-net leases of quick-service

restaurants with national, third-party quick-service restaurant brands (the “**Existing Properties**”). The Existing Properties are expected to generate net rents totaling approximately \$216,000 in revenue in 2020, subject to increase in later years. In connection with owning and managing the Existing Properties, Meigs (as directed by the Debtor, as its sole member) performs the various tasks associated with its property management business, including periodic inspections of the properties for compliance with lease terms, management of tenants’ lease obligations such as tax, common area charges and insurance, and resolving disputes, if any. The Debtor will continue to assess opportunities to expand Meigs’ portfolio to provide income and asset value growth to its real estate business during the Chapter 11 Case.

33. In addition to these assets, the Debtor held approximately \$40.6 million in cash in its bank account as of the Petition Date. These funds derived from a combination of (i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. The Debtor may also hold *de minimis* other assets to which it became entitled as a matter of Delaware law pursuant to the Merger.

F. Debtor’s Capital Structure and Liabilities

34. As noted above, the Debtor is a wholly owned subsidiary of Current Parent. The Debtor has no funded debt as of the Petition Date. The Debtor’s most significant liabilities relate to its Asbestos Claims (as discussed in greater detail in Part I.A above). The Debtor also has legacy environmental liabilities (which are dwarfed by asserted Asbestos Claims) and has *de minimis* other contested prepetition liabilities arising from pending non-asbestos-related litigation.

35. Environmental Liabilities. The Debtor has historical environmental liabilities related to, among other things, Owens-Illinois, Inc.’s prior operation of certain facilities, including,

but not limited to, in Ohio, Kentucky, Connecticut, New Jersey, and Georgia. The Debtor's liabilities with respect to these facilities relate to penalties for site closures, remediation expenses, exposure for cleanup of contamination, and alleged noncompliance with regulations. The Debtor also has liabilities associated with Owens-Illinois, Inc.'s involvement in a number of other administrative and legal proceedings regarding the responsibility for the cleanup of hazardous waste or damages claimed to be associated with it and with Owens-Illinois, Inc.'s involvement in some minor claims for environmental remediation of properties sold to third parties.

III. FIRST DAY PLEADINGS²

36. To preserve value for all stakeholders, the Debtor has sought approval of the First Day Pleadings and related orders (the "**Proposed Orders**"), and respectfully requests that the Court consider entering the Proposed Orders granting such First Day Pleadings. The Debtor seeks authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in any of the First Day Pleadings.

37. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto (or have otherwise had their contents explained to me), and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings (a) is vital to enabling the Debtor to make the transition to, and operate in, chapter 11 with minimum interruptions and disruptions to its business or loss of value and (b) constitutes a critical element in the Debtor's being able to successfully maximize value for the benefit of its estate.

² Unless otherwise defined herein, all capitalized terms in this Section shall have the meanings ascribed to them in the applicable First Day Pleadings.

A. Motion to Limit Notice and Approve Notice Procedures³

38. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor seeks entry of interim and final orders (i) authorizing the Debtor to file a list of the top 24 law firms with the most significant Asbestos Claimant (as defined in the Motion to Limit Notice and Approve Notice Procedures) representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the holders of the top 20 largest unsecured claims; (ii) approving the implementation of notice procedures by which the Debtor shall (a) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (b) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such notices, mailings, and other communications directly to the Asbestos Claimants themselves (the "**Notice Procedures**"); and (iii) granting related relief.

1. List of 24 Law Firms with the Most Significant Asbestos Claimant Representations

39. As described herein, the Debtor is currently subject to Asbestos Claims presented to the Debtor through Administrative Claims Agreements and is also named as a defendant in pending Asbestos Claim litigation. The vast majority of the Debtor's known creditors are Asbestos Claimants. As a result, the Debtor anticipates that the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") will appoint an official committee of asbestos claimants to represent the interests of the Asbestos Claimants in the Chapter 11 Case. The Debtor does not

³ "**Motion to Limit Notice and Approve Notice Procedures**" means the *Motion of Debtor for Entry of Interim and Final Orders (I) Authorizing the Filing of a List of the Top 24 Law Firms Representing Asbestos Claimants, (II) Approving Certain Notice Procedures for Asbestos Claimants, and (III) Granting Related Relief.*

expect that the U.S. Trustee will also seek to appoint a separate official committee comprised solely of holders of non-asbestos claims against the Debtor as the Debtor has relatively few unsecured creditors compared to the number of Asbestos Claimants.

40. I do not believe that listing individual Asbestos Claimants with the largest unsecured claims against the Debtor would facilitate the U.S. Trustee's appointment of an asbestos claimants creditors' committee. I believe attempting to designate certain individual Asbestos Claimants as holding the "largest" unsecured claims would be arbitrary. The vast majority of pending Asbestos Claims are disputed, contingent, and/or unliquidated and therefore would be incredibly difficult to value. I therefore believe that providing the U.S. Trustee with a list of the top 24 law firms with the most significant Asbestos Claimant representations as determined by the volume and value of payments made on account of Asbestos Claims asserted against the Debtor in lieu of a list of the 20 largest unsecured claims against the Debtor would better assist the U.S. Trustee in forming such a committee.

41. I understand that most Asbestos Claimants present Asbestos Claims to the Debtor through Administrative Claims Agreements. The Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Accordingly, in order to identify the top plaintiffs' firms, the Debtor reviewed historical data of which firms have submitted the highest volume of Asbestos Claims and have resolved the highest value of Asbestos Claims in the past 10 years. In addition to listing the law firms with the most significant Asbestos Claimant representations as determined by volume and value of payments, I understand that the Debtor also included any law firms representing Asbestos

Claimants with any unpaid but liquidated Asbestos Claims in excess of \$200,000 as of the Petition Date.

2. *The Asbestos Claimant Notice Procedures*

42. In the Motion to Limit Notice and Approve Notice Procedures, the Debtor also seeks to implement the Notice Procedures by which the Debtor will (i) list the addresses of known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements, in lieu of the addresses of the Asbestos Claimants themselves, on the Debtor's creditor matrix and (ii) send required notices, mailings, and other communications related to the Chapter 11 Case to such known counsel of record for the Asbestos Claimants and known counsel under the Administrative Claims Agreements in lieu of sending such communications directly to the Asbestos Claimants themselves.

43. I understand that the Debtor does not routinely receive individual address information for Asbestos Claimants in Asbestos Claim litigation or under Administrative Claims Agreements, and therefore does not track or retain such information. As described above, for claims submitted under the Administrative Claims Agreements, the Debtor usually resolves such Asbestos Claims promptly after receiving a qualifying submission from the applicable plaintiffs' law firm and therefore does not have many pending (i.e., submitted-but-unresolved) claims on its books and records. Further, the Debtor rarely receives contact information for such Asbestos Claimants pursuant to Administrative Claims Agreements.⁴ For Asbestos Claims pending in the tort system, the Debtor tracks the Asbestos Claimant's name, but ordinarily the pleadings and

⁴ I understand that the Debtor does have some identifying personal information about certain Asbestos Claimants for certain settled-but-unpaid claims existing as of the Petition Date, as well as some submitted Asbestos Claims that remain unresolved as of the Petition Date. However, the Debtor generally is not given and does not have contact information for such Asbestos Claimants.

publicly available discovery materials do not contain identifying contact information for such plaintiffs.

44. Instead, I understand that the Debtor typically tracks the address information of the counsel and/or law firm of record for the Asbestos Claimants in the tort system and named counsel party to the Administrative Claims Agreements, and conducts all communications regarding the related litigation and/or pending claims and Asbestos Claims through such counsel. Collecting the individual addresses of the Asbestos Claimants, I believe, would require a massive, expensive and time-consuming effort, including a search beyond the Debtor's existing books and records. Even if the Debtor did undergo this effort, I believe that it would likely be near impossible to locate and ensure the accuracy of such information for each Asbestos Claimant. As a result, the Debtor requests authority to list the addresses of the counsel of record for each Asbestos Claimant and named counsel under the Administrative Claims Agreements instead of the addresses of individual Asbestos Claimants on the Debtor's creditor matrix.

45. In addition, I understand that throughout the course of the Chapter 11 Case, various notices, mailings, and other communications will need to be sent to the Asbestos Claimants. In order to ensure that these claimants receive proper and timely notice of filings and critical events in the Chapter 11 Case, the Debtor requests authority to direct Prime Clerk, LLC, the Debtor's proposed claims and noticing agent (the "**Claims and Noticing Agent**"), to send required notices, mailings, and other communications to the counsel of record for the Asbestos Claimants and named counsel under the Administrative Claims Agreements, in the manner required pursuant to otherwise applicable noticing procedures in effect in the Chapter 11 Case, *provided* that the Debtor will (or will direct the Claims and Noticing Agent to) send required notices, mailings, and other communications directly to any Asbestos Claimants who so request such direct notice from the

Debtor in writing. As to those Asbestos Claimants, if any, whose personal addresses are known to the Debtor, the Debtor shall send required notices, mailings, and other communications related to the Chapter 11 Case to such Asbestos Claimants at their personal addresses, as well as to their known counsel. Additionally, for those law firms representing multiple Asbestos Claimants (including those law firms party to the Administrative Claims Agreements), the Debtor seeks authorization to serve each document only a single time on such law firms (at each relevant address) on behalf of all such counsel's clients, *provided* that any notice or other document relating specifically to one or more particular Asbestos Claimants (rather than all Asbestos Claimants represented by such law firm) shall clearly identify such parties.

46. I believe that by implementing the Notice Procedures, the actual notice that Asbestos Claimants will receive via their counsel will be superior to the notice that the Asbestos Claimants would receive if the Debtor were to attempt to deliver notices and other communications directly to such claimants. In addition, I understand that the address for counsel to the Asbestos Claimants is more likely to remain unchanged over time, and hence providing notice to the counsel of record will allow for more accurate notice to Asbestos Claimants. Moreover, I believe that the Notice Procedures will also significantly ease the Debtor's administrative burden of sending notices to thousands of Asbestos Claimants, resulting in a more cost-effective notice procedure that benefits the Debtor's estate and creditors.

B. Claims Agent Retention Application⁵

47. Pursuant to the Claims Agent Retention Application, the Debtor is seeking entry of an order appointing Prime Clerk, LLC ("**Prime Clerk**"), as claims and noticing agent in the

⁵ "**Claims Agent Retention Application**" means the *Application of Debtor for Appointment of Prime Clerk LLC as Claims and Noticing Agent*.

Chapter 11 Case, effective as of the Petition Date, to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case. It is my understanding that the Debtor's selection of Prime Clerk to act as the Claims and Noticing Agent has satisfied the Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtor has obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, I understand that, based on all engagement proposals obtained and reviewed, Prime Clerk's rates are competitive and reasonable given Prime Clerk's quality of services and expertise.

48. Although the Debtor has not yet filed its schedules of assets and liabilities, it anticipates that there will be in excess of 200 entities to be noticed. In view of the number of anticipated claimants, I understand that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f), and I believe that it is otherwise in the best interests of both the Debtor's estate and its creditors.

C. Cash Management and Services Agreement Motion⁶

1. The Cash Management System

49. I understand that the Debtor maintains a bank account (the "**Bank Account**") at Fifth Third Bank (the "**Bank**"), into which all rent payments received pursuant to the Ground Lease are deposited, and which serves as the Support Account into which the proceeds of all payments made pursuant to the Support Agreement are deposited. I have been informed that, as of the Petition Date, the Bank Account holds approximately \$40.6 million in cash, derived from

⁶ "**Cash Management and Services Agreement Motion**" means the *Motion of Debtor for Entry of Interim and Final Orders Authorizing Debtor to (I) Maintain Cash Management System, Bank Account, and Business Forms, (II) Perform Under Services Agreement, and (III) Granting Related Relief.*

(i) an initial payment under the Support Agreement and (ii) additional cash left behind at Owens-Illinois, Inc. in the Corporate Modernization Transaction, which became cash of the Debtor upon the Merger. Additionally, I understand that, pursuant to the Support Agreement, Current Parent is required to make available funding to maintain a balance of at least \$5 million in the Bank Account. All proceeds from the Debtor's operations (and funding provided pursuant to the Support Agreement) are deposited into the Bank Account, and all disbursements, including checks, drafts, wires, and automated clearing house transfers, are issued from the Bank Account. The Bank Account was established in connection with the Corporate Modernization Transaction and it is my understanding that the Debtor has never held a bank account other than the Bank Account.

50. The Debtor may use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, and other business forms in the ordinary course of business (collectively, and as they may be modified from time to time, the "**Business Forms**"). To avoid a significant disruption to the Debtor's operations that would result from a disruption of the Debtor's cash management system (the "**Cash Management System**"), and to avoid unnecessary expense, the Debtor is requesting authority to continue using all Business Forms in use before the Petition Date, including with respect to the Debtor's ability to update authorized signatories and services, as needed—without reference to the Debtor's status as a chapter 11 debtor-in-possession—rather than requiring the Debtor to incur the expense and delay of ordering or printing new Business Forms. I understand that the Debtor will use reasonable efforts to have the designation "Debtor-in-Possession" and the corresponding bankruptcy case number printed on any Business Forms reordered after the Debtor exhausts its existing supply.

51. I have been informed that the Debtor incurs periodic service charges and other fees in connection with maintenance of the Cash Management System (the "**Bank Fees**"). The Bank

Fees are paid monthly and are automatically deducted from the Bank Account as they are assessed by the Bank. As of the Petition Date, I believe that any Bank Fees outstanding are *de minimis*.

2. The Services Agreement

52. I believe that the Services Agreement is of vital importance to the Debtor as without the Services Agreement, the Debtor (which does not have any of its own employees, much less the infrastructure to support its back-office requirements) would be unable to perform basic legal, finance, corporate, administrative, and other tasks necessary to support its business operations. The Services Agreement allows the Debtor to operate its treasury system, maintain its books and records, and comply with applicable tax requirements. Under the Services Agreement, the Debtor also has access to certain critical employees with historical knowledge relating to the defense and management of the Debtor's asbestos liabilities, and expertise relating to such matters. Accordingly, I believe that Current Parent's (and/or its affiliates') provision of services to the Debtor under the Services Agreement results in efficiencies and saved costs.

53. Pursuant to the Services Agreement, the Debtor (together with Meigs and any future subsidiaries that the Debtor may form, each a "**Service Recipient**") is eligible to receive one or more services (collectively, the "**Services**") from Current Parent (together with its subsidiaries other than the Debtor and its subsidiaries, each a "**Service Provider**") set forth in Exhibit A of the Service Agreement, which are incorporated by reference herein, on an as-needed basis.⁷ The Services Agreement includes the following key financial terms:⁸

- **Service Fees.** Each Service will be provided to Service Recipient at Service Provider's Cost (as defined below), as determined by Current Parent in its

⁷ Current Parent may also, in its sole discretion, engage or otherwise subcontract with third parties to assist with the performance of any Services under the Services Agreement.

⁸ The summary contained herein is qualified in its entirety by the provisions of the Services Agreement. To the extent that anything in this Declaration is inconsistent with the terms of the Services Agreement, the Services Agreement will control.

reasonable discretion, in accordance with Exhibit B to the Services Agreement. The term “**Cost**” represents the direct cost to provide a Service. The intent is to assign to the Service all direct costs, including direct labor, direct supervision, benefits, travel and related costs, service-related training, and any direct third-party costs incurred to provide the Service. Average departmental labor rates are normally used to charge direct labor to a product or Service. Actual material purchase prices are used to charge direct materials to a product or Service.

- Billing. Current Parent will determine by line item in Exhibit A to the Services Agreement the projected cost of Services to be provided in the calendar year, and will deliver this projection to the Debtor on or before March 1 of such calendar year and every year thereafter. Once agreed, the sum total of these projected costs will be charged to the Debtor in advance in four equal quarterly installments. At the conclusion of each year, Current Parent will determine the actual cost of the Services provided during the year and provide a comparison to the projected costs to the Debtor by March 1 of the following year. Once agreed, any differences between the actual costs and the projected costs charged during the year will be credited or charged, as applicable, to the Debtor on the first quarterly invoice billed in the following year.
- Change Requests and Amendments. If Current Parent or the Debtor desires a change in the scope of the Services, the party requesting the change will submit a written request for change of Service (the “**Change Request**”). Within 30 days after receipt of the Change Request, Current Parent and the Debtor will negotiate in good faith regarding mutually acceptable changes in the scope of the Services. Current Parent and the Debtor may substitute one or more revised versions of Exhibit A to the Services Agreement as they mutually agree to from time to time.

54. I have been informed that the estimated cost of receiving the Services the Debtor currently receives under the Services Agreement will total approximately \$300,000 to \$450,000 per quarter in 2020. I understand that the Debtor’s payments to Current Parent under the Services Agreement are a Permitted Use under the Support Agreement and thus, subject to the terms of the Support Agreement, Current Parent has funding obligations to the Debtor that correspond to the Debtor’s obligations under the Services Agreement.

55. I believe that this cost is reasonable in light of the scope of the Services and the facts of the Chapter 11 Case, and that the Court should authorize the Debtor to continue to perform under the Services Agreement. In particular, I believe that the anticipated allocated cost is fair and

appropriate, and that the Debtor would be unable to receive the Services at a similarly competitive cost in the marketplace.

CONCLUSION

56. As discussed above, the Debtor's ultimate goal in this Chapter 11 Case is to confirm a plan of reorganization providing for a trust mechanism that will address all current and future Asbestos Claims against the Debtor while simultaneously preserving value and allowing the Debtor to emerge from chapter 11 free of asbestos-related liabilities. I believe that if the Court grants the relief requested in each of the First Day Pleadings, the prospect for achieving confirmation of a chapter 11 plan will be substantially enhanced.

57. I hereby certify that the foregoing statements are true and correct to the best of my knowledge, information and belief, and respectfully request that all of the relief requested in the First Day Pleadings be granted, together with such other and further relief as is just and proper.

I declare under penalty of perjury that the foregoing is true and correct.


Executed this 6th day of January, 2020.

/David J. Gordon/

David J. Gordon
President and Chief Restructuring Officer of
Paddock Enterprises, LLC

EXHIBIT C




George R. Hodges
United States Bankruptcy Judge

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

IN RE:

GARLOCK SEALING TECHNOLOGIES
LLC, et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND OVERRULING IN PART OBJECTIONS TO
SUBPOENA BY DELAWARE CLAIMS PROCESSING FACILITY, LLC AND
ASSOCIATED TRUSTS, ESTABLISHING CLAIMANT OBJECTION PROCEDURES,
AND GOVERNING THE CONFIDENTIALITY OF INFORMATION PROVIDED IN
RESPONSE TO THE SUBPOENA**

This matter came before the Court on the Emergency Application of Multiple Asbestos Personal Injury Settlement Trusts to Impose Reasonable Privacy Protections on Trusts' Responses to Debtors' Subpoena *Duces Tecum* for Information Regarding Settled Claims, and to Require Debtors to Cover the Full Costs and Expenses of Complying with Debtors' Subpoena (Docket No. 2366) (the "Emergency Application"). In addition, six trusts (the "Trusts"),²

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

² The Trusts are the Armstrong World Industries Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal Mogul

Delaware Claims Processing Facility, LLC (“DCPF”), the Official Committee of Asbestos Personal Injury Claimants (the “Committee”), and Debtors agreed to submit all matters related to the subpoena authorized by the Order Granting Debtors Leave to Serve Subpoena on Delaware Claims Processing Facility, LLC (Docket No. 2234) and served on May 31, 2012 (the “Subpoena”) (including Garlock’s motion to compel compliance with the subpoena, filed in Delaware (the “Motion to Compel”)) for decision by this Court, and agreed to submit to the jurisdiction of this Court for that purpose.

On or before July 17, 2012, DCPF and the Trusts gave electronic notice of the Subpoena, the Trusts’ written objections to the Subpoena, and the Motion to Compel (and provided copies of each) to each matching trust claimant whose claims data was subject to the Subpoena in accordance with the Trusts’ respective trust distribution procedures by sending electronic notice to such claimant’s lawyer as identified in the records of DCPF and the Trusts. On July 24, 2012, DCPF and the Trusts delivered a list identifying each law firm that represented affected trust claimants to Debtors’ counsel without identifying the affected claimants.³ On July 27, 2012, Debtors sent to such lawyers, by priority, overnight carrier, written notice of an August 16, 2012 hearing scheduled before this Court, and of the opportunity to be heard on any objections to the Subpoena, to law firms on the list provided by DCPF and the Trusts. On July 30, 2012, DCPF also sent electronic notice of hearing to such lawyers, together with a copy of Debtors’ written notice pursuant to the Trusts’ own TDP procedures.

U.S. Asbestos Personal Injury Trust, the Owens Corning Fibreboard Asbestos Personal Injury Trust (both subfunds), and the United States Gypsum Asbestos Personal Injury Settlement Trust.

³ DCPF and the Trusts contend that the identity of trust claimants, and information regarding their claims and settlements with the Trusts, is confidential and cannot be disclosed absent notice to such claimants and an opportunity to be heard on any objections they may have to disclosure.

Based upon a review of the Emergency Application, the Motion to Compel, any supporting or opposing submissions of the parties, the evidence presented, and the arguments of counsel, the Court hereby ORDERS, ADJUDGES, AND DECREES that:

1. This Court has jurisdiction over the Emergency Application, Motion to Compel, and other matters related to the Subpoena pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding pursuant to 28 U.S.C. § 157.

2. As used in this Order, the term “Settled Claimants” shall mean all individuals listed in Exhibit 1 of the Subpoena, consisting of mesothelioma claimants who (according to Debtors’ records) entered into a settlement with Garlock between 1999 and 2010.

3. On July 27, 2012, Debtors served notice on lawyers who, according to data maintained by DCPF and the Trusts, represented potentially affected claimants. That notice informed such lawyers that on August 16, 2012, the Court will hear objections to the Subpoena that Settled Claimants may wish to raise. Subject to any such objections by Settled Claimants, it does not appear that further or different notice will be required.

4. Settled Claimants shall have until August 14, 2012 to file an objection with this Court to the disclosure of the information sought in the Subpoena. Subject to the right of Settled Claimants to be heard pursuant to the above-described objection procedure, (i) the Trusts and DCPF shall not be subject to any actions, claims, or demands by Settled Claimants or any other party as a result of their good faith compliance with this Order and (ii) the Court shall retain exclusive jurisdiction to hear any objections filed by the Settled Claimants to the Subpoena.

5. Subject to the outcome of this Court’s hearing on August 16, DCPF and the Trusts shall produce the following information with respect to each Trust (collectively, the

“Trust Data”) in Excel format to Debtors no later than fifteen days after the Court enters an order resolving any objections filed by the Settled Claimants:

- a. The date any Settled Claimant filed a claim against a Trust;
 - b. The date any claim filed by a Settled Claimant against a Trust was approved by the Trust (if approved);
 - c. The date any claim filed by a Settled Claimant against a Trust was paid by the Trust (if paid); and
 - d. If a claim filed by a Settled Claimant against a Trust has not been approved or paid, the current status of the claim.
6. Debtors are required to reimburse DCPF and the Trusts for reasonable and necessary costs and expenses incurred in making this production, including the costs and expenses incurred in giving notice to Settled Claimants.
7. The request by DCPF, the Trusts, and the Committee for the Trust Data to be anonymized prior to production to Debtors is denied. The Trust Data shall instead be subject to the confidentiality protection contained in this Order.
8. No Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any person other than (i) Debtors, the Committee, and the Future Claimants’ Representative (the “FCR”) (referred to collectively in this Order as the “Estimation Parties”); (ii) any law firm rendering legal services with respect to the Estimation Parties, and each such law firm’s employees, agents, and representatives who are personally involved in rendering services in connection with the Estimation Proceeding; and (iii) any Estimation Party’s consulting or testifying experts, and members of their staff, who are personally involved in rendering services to an Estimation Party in connection with the Estimation Proceeding;

provided, however, that the right of access to Trust Data hereby conferred on the foregoing persons is subject to the conditions precedent set forth in paragraph 9 immediately below.

9. Any person exercising a right of access to Trust Data granted by this Order shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to Trust Data conferred by paragraph 8, every entity described in subparts (ii) and (iii) in paragraph 8 shall execute an Acknowledgement of Order and Agreement to Be Bound in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose employees, representatives, or agents will receive access to Trust Data in the performance of the firm's duties with respect to the Estimation Proceeding. Exhibit A.2 shall be signed in an individual capacity by individuals (such as a witness or self-employed experts) who receive a right of access to Trust Data in their individual capacities, rather than as employees, agents, or representatives of a firm.

10. Trust Data shall be confidential and treated as such without need of any special designation by the Trusts or DCPF. Any entity granted access to Trust Data as provided in this Order must maintain the confidentiality of the same in a manner consistent with the obligations and restrictions imposed herein.

11. Settled Claimants, Estimation Parties, DCPF, and the Trusts shall have standing to enforce the protections afforded to Trust Data by this Order.

12. Any entity that receives access to Trust Data as provided in this Order shall provide for physical, managerial and electronic security thereof such that Trust Data are

reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission and storage. Should any unauthorized breach of the confidentiality of Trust Data occur, the entity whose agents or representatives were involved in the breach shall notify the Estimation Parties, as well as any Settled Claimants to which the subject information pertains, as soon as reasonably practicable, but not later than two (2) business days after such entity first becomes aware of such breach.

13. Neither Trust Data, nor any analyses, conclusions, summaries, excerpts, redacted copies derived therefrom, nor any knowledge obtained therefrom, shall be used for any purpose whatsoever other than the Estimation Proceeding in this case.

14. Neither Trust Data nor any analyses, conclusions, summaries, excerpts, or redacted copies derived therefrom may be (a) publicly disclosed except pursuant to this Order, (b) used as a disclosed or undisclosed source in any article, study, research, editorial, publication or scholarly work, or (c) incorporated into or merged with any preexisting database that is to be used or maintained for any purpose other than the Estimation Proceeding.

15. To the extent Trust Data are maintained in or converted to electronic form, they must be maintained in a separate file, database, or physical storage medium. If Trust Data maintained or converted to electronic form are incorporated into or merged with any preexisting electronic information or database (a “**Merged Database**”), the Merged Database must itself be treated as confidential to the same extent as the underlying Trust Data themselves, shall be maintained in a separate file, database, or physical storage medium, and shall be subject to the same use restrictions that this Order imposes on the Trust Data themselves.

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

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Estimation Proceeding in conformity with the restrictions set forth in paragraph 17 below, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Trust Data.

17. In the event that, in the course of the Estimation Proceeding, any Estimation Party intends to offer into evidence or otherwise use Trust Data in connection with testimony or filings in the Bankruptcy Court, or any reviewing court, such Estimation Party may not divulge Trust Data except when the following conditions are met: (i) such information is relevant to the Estimation Proceeding; (ii) there is no reasonable manner to use such information in the Estimation Proceeding without disclosing Trust Data; and (iii) such Estimation Party has first utilized its best efforts to maintain the confidentiality of the Trust Data, including by seeking an order, on notice to all other Estimation Parties and to the Settled Claimants, which provides that such information shall be filed under seal, redacted or reviewed by the Bankruptcy Court (or any other court) *in camera*, as appropriate, and that any hearing, deposition or other proceeding be closed and limited to attendance by persons who are subject to the terms of this Order.

Notwithstanding the foregoing, in the course of the Estimation Proceeding and solely for the purposes thereof, an Estimation Party may use in the Bankruptcy Court, or any reviewing court, summaries, analyses or copies derived from Trust Data if such material is redacted so as not to reveal the name, social security number, or other identifying detail of any individual Settled

Claimant. Likewise, nothing herein shall prohibit an expert for any Estimation Party from using or referring to Trust Data in such expert's report, or testifying concerning Trust Data, so long as such testimony or report does not reveal the name, social security number, or other identifying detail of any individual Settled Claimant.

18. In the event that an entity granted access to Trust Data pursuant to this Order receives a subpoena, interrogatory, or other request for the production or disclosure of any Trust Data, in whole or in part, to a third party (a **"Third-Party Discovery Demand"**), including a governmental or other regulatory body, such entity (a **"Discovery Target"**) shall provide prompt written notice of any such request or requirement to the Settled Claimants, Trusts, and DCPF, with copies to the Estimation Parties, so that any of them may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Order. Pending a timely effort to obtain such a protective order or other remedy to prevent the requested production or disclosure, or written waiver by the claimant, Trusts, DCPF and each of the Estimation Parties, the Discovery Target shall interpose an objection to the Third-Party Discovery Demand on the basis of this Order. Nothing in this Order shall prohibit a Discovery Target from complying in good faith with an order directing it to comply, in whole or in part, with such Third-Party Discovery Demand, or require a Discovery Target to seek a stay of such an order, or to appeal from such an order; *provided, however*, that any Discovery Target shall exercise reasonable efforts to preserve the confidentiality of Trust Data produced or disclosed pursuant to such an order, including, without limitation, by cooperating with DCPF or any Settled Claimant, Trust or Estimation Party who expresses an intention to seek an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Trust Data.

19. Within the one-year anniversary of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (a “**Plan**”), each entity that has received Trust Data shall destroy such Trust Data, including all copies thereof and any Merged Database(s), in a commercially reasonable manner and continue to be bound by the terms and obligations imposed by this Order, and shall certify such destruction in writing to respective counsel of record for the Debtors, the Committee, and the FCR; *provided, however*, that the obligations of this paragraph shall not apply to copies of pleadings and exhibits filed under seal with this Court, or to file copies in the possession of counsel of record for the Estimation Parties of papers prepared in connection with the Estimation Proceeding (*e.g.*, pleadings, transcripts, interview or document summaries, internal memoranda, written communications with professionals, experts, and witnesses, depositions and exhibits thereto, court papers, and other papers prepared, created, or served in connection with the Estimation Proceeding).

20. Any person who seeks relief from any provision of this Order shall do so by motion in the Bankruptcy Court on notice to the Estimation Parties, DCPF, Trusts and Settled Claimants. The movant shall bear the burden of showing good cause for the requested relief. In considering whether that burden is met, and in tailoring or limiting any relief awarded, the Bankruptcy Court shall consider the following matters, among any other relevant factors and legitimate interests: (i) the Debtors have based their request for the Trust Data on asserted discovery needs for the purposes of the Estimation Proceeding; (ii) Settled Claimants have a legitimate reliance interest in the provisions of this Order, including those provisions pertaining to the confidentiality and restricted uses of the Trust Data; (iii) the Bankruptcy Court and the Estimation Parties have legitimate interests in the efficient, fair, and expeditious conduct of the Estimation Proceeding; (iv) among the intended benefits of estimating the Debtors’ asbestos-

related liability in the aggregate is the avoidance of disputes that would implicate the due process rights of absent asbestos personal injury and wrongful death claimants.

21. As a precautionary measure, but not as a precondition to protection, the file names of all Trust Data and Merged Database(s) shall contain the following legend: “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER.”

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

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

United States Bankruptcy Court

EXHIBIT A.1

Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina

Instructions: *This Acknowledgment must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute an Acknowledgment pursuant to paragraph 9 of the above-referenced Order.*

ACKNOWLEDGEMENT

On behalf of my employer, _____ [write in name of employer] (“**Employer**”), I and other employees, agents, and representatives of Employer may be given access to Trust Data. The Trust Data constitute confidential and protected information in connection with the above- referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

Employer, its employees, agents, and representatives will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court.

Pursuant to paragraph 19 of the Order, Employer will destroy or cause to be destroyed all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly

certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

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

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

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

Dated: _____
Relationship to Employer: _____

EXHIBIT A.2

**Re: *In re Garlock Sealing Technologies LLC, et al.*,
Case No. 10-BK-31607 (Jointly Administered)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This Acknowledgment must be executed by any individual required to execute an Acknowledgment in his or her individual capacity pursuant to the paragraph 9 of the above-referenced Order (for example, a self-employed expert or a witness).*

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

I may be given access to certain confidential and protected information in connection with the above-referenced Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures and Governing the Confidentiality of Information Provided in Response to the Subpoena (the “**Order**”), entered by the United States Bankruptcy Court for the Western District of North Carolina (the “**Bankruptcy Court**”) in the above-referenced jointly-administered Chapter 11 cases.

I have read the Order. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order. I understand the conditions and obligations of confidentiality, and use restrictions, that the Order makes applicable to Trust Data and hereby accept and agree to be bound by, and to abide by, those conditions, obligations, and restrictions.

I will not disclose any Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use Trust Data for any purpose other than the Estimation Proceeding, except as may be specifically authorized by further order of the Bankruptcy Court pursuant to paragraph 20 of the Order.

Pursuant to paragraph 19 of the Order, I will destroy all Trust Data and Merged Database(s) within one year of the date of substantial consummation of a confirmed Chapter 11 plan of reorganization for the Debtors (the “**Plan**”), and will promptly certify such destruction in writing to counsel of record for the Debtors, the Committee, and the FCR.

I consent to the jurisdiction of the Bankruptcy Court for any action to enforce the terms of the Order and this Acknowledgment and for no other purposes.

By: _____

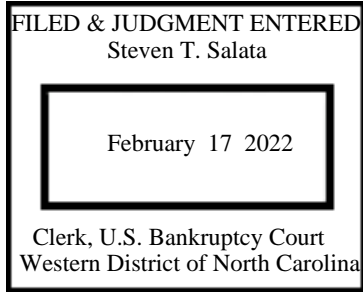
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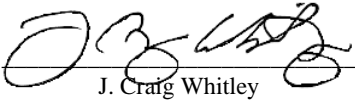
Title: _____

Address: _____

Dated: _____

EXHIBIT D




J. Craig Whitley
United States Bankruptcy Judge

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

In re

DBMP LLC,¹

Debtor.

Chapter 11

Case No. 20-30080 (JCW)

**ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 416), filed by the above-captioned debtor and debtor-in-possession (the "**Debtor**" or "**DBMP**") on August 19, 2020, as modified by the Debtor's revised forms of order filed on June 9, 2021 (Dkt. 859) and July 29, 2021 (Dkt. 949, Ex. A) (collectively,

¹ The last four digits of the Debtor's taxpayer identification number are 8817. The Debtor's address is 20 Moores Road, Malvern, Pennsylvania 19355.

the “**Motion**”).² Based upon a review of the Motion,³ the further submissions of the parties, the evidence presented, and the arguments of counsel at the hearing on this matter, and for the reasons stated on the record at the December 16, 2021 hearing (which record is incorporated herein), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).

2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated by the Court on the record at the December 16, 2021 hearing.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 7 below on the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and on the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

² On June 9, 2021 the Debtor filed a revised form of order to incorporate the privacy and security protections in the order entered by Judge Beyer in the Bestwall case, *Order Granting Debtor’s Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response, In re Bestwall LLC*, No. 17-31795 (Dkt. 1672) (Bankr. W.D.N.C. Mar. 24, 2021) (Bestwall Order (Dkt. 859)). Subsequently, the Debtor further modified the relief sought in its Motion by filing a second revised form of order on July 29, 2021 (Dkt 949, Ex. A) in which the Debtor (1) deleted from its request all of the data fields requiring production of personal identifying information regarding any claimant; and (2) proposed a protocol for the anonymization of the remaining requested data by the Trusts before production to the Debtor.

³ Capitalized terms not otherwise defined herein have the meanings given to them in the Motion.

⁴ The Debtor also may subpoena the DCPF Trusts to effectuate this Order.

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust;
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust;
- c. Celotex Asbestos Settlement Trust;
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds);
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo);
- f. Flintkote Asbestos Trust;
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds);
- h. Pittsburgh Corning Corporation Asbestos PI Trust;
- i. United States Gypsum Asbestos Personal Injury Settlement Trust; and
- j. WRG Asbestos PI Trust.

The subpoenas seek evidence that is relevant and necessary to specific purposes in connection with a potential estimation of the Debtor’s liability for mesothelioma claims and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the development and evaluation of trust distribution procedures in any plan of reorganization proposed by the Debtor, the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and/or the Future Claimants’ Representative (the “**FCR**”) (collectively, such purposes, the “**Permitted Purposes**”).

4. Bates White, in its capacity as a Retained Expert (as defined herein) for DBMP, shall create a “**Matching Key**”, which shall be a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former CertainTeed Corporation (“**Old CT**”) that were resolved by settlement or verdict and for whom DBMP possesses SSNs, as well as the corresponding last names and SSNs of any injured party if different from the claimant (the “**DBMP Claimants**”), as well as a unique numerical pseudonym (the “**Claimant Pseudonym**”) assigned by Bates White and corresponding to each DBMP Claimant. On the same day the Debtor effects

service of the subpoenas authorized by this order (the “**Service Date**”), Bates White shall provide the Matching Key to the Manville Trust and DCPF. Bates White shall also provide the Matching Key to Legal Analysis Systems, Inc. (“**LAS**”), and Ankura Consulting Group, LLC (“**Ankura**”), each in its capacity as a Retained Expert (as defined herein) for the ACC, and the FCR, respectively.

5. On or before the twenty-first (21st) day following the Service Date,⁵ DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a DBMP Claimant and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before the twenty-first (21st) day following the Service Date, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any DBMP Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the DBMP Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before the thirty-fifth (35th) day following the Service Date, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on

⁵ If any deadline set forth in this Order falls on a Saturday, Sunday, or legal holiday, then such deadline shall be extended to the next day that is not a weekend or legal holiday.

the Meet and Confer List should instead be classified as Matching Claimants. On or before the sixtieth (60th) day following the Service Date, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after the sixtieth (60th) day following the Service Date. In the event the Debtor, DCPF and Manville Trust cannot reach agreement regarding the status of any claimant on the Meet and Confer List, any of them may seek judicial resolution of such dispute.

6. DCPF and the Manville Trust shall notify the Matching Claimants' counsel of record that the relevant Trusts have received a subpoena from the Debtor. The notice from DCPF and the Manville Trust shall state that the data associated with the Matching Claimants, as described in paragraph 7 below, will be produced if they do not file a motion to quash the subpoena by the later of the forty-ninth (49th) day following the Service Date, or the fourteenth (14th) day following the provisions of notice to their counsel of record by DCPF or the Manville Trust. DCPF and the Manville Trust shall exercise reasonable efforts to provide actual notice to counsel of record in connection with the claim that is the subject of disclosure. If, despite their reasonable efforts, DCPF or the Manville Trust, as applicable, is unable to provide actual notice to counsel of record for a Matching Claimant, including without limitation because counsel of record is unreachable (for example, counsel of record has died, retired, or closed or dissolved his, her or its legal practice), they shall not be required to make a production of data relating to such Matching Claimant (such Matching Claimants being the "**Unnoticeable Claimants**"). DCPF and the Manville Trust shall provide the Debtor on or before the thirtieth (30th) day following the Service

Date with a list of such Unnoticeable Claimants identifying the counsel that filed the trust claim and counsel of record, if different, and the reasons such counsel of record is unreachable. Unnoticeable Claimants will be added to the Meet and Confer List to enable the Debtor, DCPF, and Manville Trust to discuss other means, if any, of providing notice to such Matching Claimants. Any Matching Claimant for whom the Debtor and DCPF or the Debtor and Manville Trust are able to agree on another means of providing notice will no longer be classified as Unnoticeable Claimants. As to all Matching Claimants other than the Unnoticeable Claimants, if a motion to quash is filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust will stay the production of any data relating to such Matching Claimant until such motion is resolved. If a motion to quash is not filed by a Matching Claimant before the applicable deadlines set forth above in this paragraph 6, DCPF and the Manville Trust shall produce to the Debtor the data described in paragraph 7 below relating to the Matching Claimant (other than the Unnoticeable Claimants) on or before the seventh (7th) day after the date by which any motion to quash must be filed (the “**Production Date**”).

7. On or before the applicable Production Date, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separately for each Trust) the following information pertaining to each Matching Claimant⁶ (to the extent the relevant Trust databases contain such information) (the “**Anonymized Matched Production**”):

- a. Claimant Pseudonym;
- b. Claimant’s law firm (with email and address of contact person);
- c. Date claim filed against Trust;
- d. Date claim approved by Trust, if approved;

⁶ For the avoidance of doubt, the term “Matching Claimants” referenced here includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants.

- e. Date claim paid by Trust, if paid;
 - f. If not approved or paid, status of claim; and
 - g. All exposure-related fields⁷, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed.
8. The Anonymized Matched Production shall be used as follows:
- a. Subject to and without in any way limiting the restrictions described in paragraph 9(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and CertainTeed LLC (“**New CT**” and, together with the Debtor, the ACC, and the FCR, the “**Parties**”), if otherwise entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production.
 - b. The Retained Experts (as defined in paragraph 9(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor’s database or other

⁷ DCPF’s Chief Operating Officer testified that, when claimants describe how they were exposed to products for which a DCPF Trust is responsible, it is possible that they may list individuals by name and/or SSN. To the extent any names or SSNs appear in any exposure-related field, DCPF and the Manville Trust may redact such names and SSNs prior to production of the Anonymized Matched Production. In addition, prior to delivery of the Anonymized Matched Production to the other Retained Experts, Bates White shall search for and permanently delete any such names and SSNs that may be inadvertently included in the Anonymized Matched Production.

sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (*provided that* such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. No Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the complete set of Claimant Pseudonyms in the Anonymized Matched Production to the Matching Key.

- c. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database the names and SSNs of injured parties and any related claimants (any such database being an "**Anonymized Database**").

9. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, and any Anonymized Databases (together, the “**Confidential Trust Data**”) shall be deemed “Confidential” pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 251) (the “**Protective Order**”). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know or access the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party’s Retained Expert (defined below) in this case (collectively, the “**Authorized Representatives**”); *provided, however*, that the right of access to the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 9(b) immediately below.
- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 9(a) above, each entity whose Authorized Representatives will receive

access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 9(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, LAS, and Ankura, each in its capacity as a

retained claims expert for the Debtor, the ACC, and the FCR, respectively, and (ii) to the professional staff employed by such experts (each of (i) and (ii), a “**Retained Expert**”), and (iii) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert’s network, accessible only to individuals authorized to access the Matching Key under this paragraph 9(d), and the same data security requirement shall apply to any other person granted access to the Matching Key under this paragraph 9(d). Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 9(e) also shall apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could

reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.

- f. If, in connection with a motion pursuant to paragraph 9(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.
 - g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
 - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
 - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including, without limitation any of the identifying details subject to the restrictions of paragraph 9(e) above.
10. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.

11. Within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later (the “**Deletion Date**”), the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) attest in the declaration specified in paragraph 12 that they have permanently deleted such files and any excerpts thereof in compliance with this Order; *provided, however*, that any such data stored on a Party’s or Authorized Representative’s back-up computer system for the purpose of system recovery or information recovery may be deleted after this period when the applicable back-up copies are deleted in the ordinary course of such Party’s or Authorized Representative’s operations.

12. Within 30 days after the Deletion Date, the Parties and any Authorized Representatives (and any of their associated entities), including, without limitation, any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, shall file a declaration made pursuant to 28 U.S.C. § 1746, affirming that he, she or it: (a) used any Confidential Trust Data solely for the Permitted Purposes authorized by this Order; (b) did not share any Confidential Trust Data with any other person or entity except as authorized by this Order or another court order; (c) complied with the restrictions of this Order concerning disclosure of claimant-specific data, including, without limitation, the provisions in paragraph 9(g); and (d) complied with the requirements in paragraph 11 concerning the deletion of any Confidential Trust Data.

13. Subject to the requirements of paragraphs 8 and 9 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular DBMP Claimants, including where such DBMP Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Anonymized Matched Production.

15. The Debtor shall reimburse DCPF and the Manville Trust for their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 9(b) of the above-referenced Order.*

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

On behalf of my employer, _____ [write in name of employer] ("**Employer**"), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, Employer will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

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

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

Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re DBMP LLC*
Case No. 20-30080 (JCW)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 9(b) of the above-referenced Order.*

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

I may be given access to certain confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case.

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

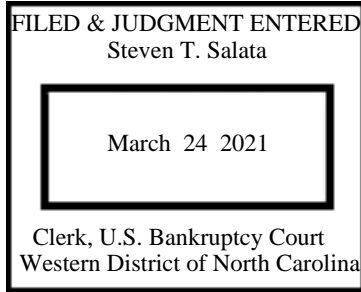
I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 11 of the Order, I will destroy any Confidential Trust Data within 30 days after the effective date of a confirmed plan for the Debtor, or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

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

EXHIBIT E



Laura T Beyer

Laura T. Beyer
United States Bankruptcy Judge

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

IN RE:

BESTWALL LLC,¹

Debtor.

Case No. 17-BK-31795 (LTB)

Chapter 11

**ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY RULE 2004
EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING CONFIDENTIALITY
OF INFORMATION PROVIDED IN RESPONSE**

This matter came before the Court pursuant to *Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts* (Dkt. 1237) (the "**Motion**"), filed by the above-captioned debtor and debtor-in-possession (the "**Debtor**" or "**Bestwall**").² Based upon a review of the Motion, the further submissions of the parties,³ the evidence presented, and the arguments of

¹ The last four digits of debtor's taxpayer identification number are 5815. The Debtor's address is 133 Peachtree Street, N.E., Atlanta, Georgia 30303.

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

³ The parties submitted the following with respect to the Motion: *Response and Objection of Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility to the Debtor's Motion for Bankruptcy*

counsel at the hearing before the Court on January 21, 2021, and for the reasons stated in the Court's bench ruling at the hearing on March 4, 2021 (the "**March 4, 2021 Ruling**") (which ruling is incorporated herein by reference), the Court finds good cause for the relief granted herein and hereby ORDERS, ADJUDGES, AND DECREES as follows:

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given (except as set forth herein).
2. The Motion is GRANTED on the terms and conditions set forth herein. All objections to the relief granted herein are OVERRULED, except to the extent stated in the March 4, 2021 Ruling.
3. Pursuant to Federal Rules of Bankruptcy Procedure 2004 and 9016, the Debtor is authorized to issue and serve subpoenas requesting the data described in paragraph 8 below on

Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response (Dkt. 1321); Objection of the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1327); Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1328); Buck Law Firm's Clients' Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1330); Joinder to Objection Filed by the Official Committee of Asbestos Claimants to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1332); Reply in Support of Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1354); Supplemental Objection of the Future Claimants' Representative to Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. No. 1510); Supplemental Brief and Objection of the Official Committee of Asbestos Claimants to (I) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires By Pending Mesothelioma Claimants and (II) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1511); Statement of Interest on Behalf of the United States of America Regarding Estimation of Asbestos Claims (Dkt. 1557); Debtor's Omnibus Supplemental Reply in Support of (I) Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and (II) Debtor's Motion for Order Pursuant to Bankruptcy Rule 2004 Directing Submission of Personal Injury Questionnaires by Pending Mesothelioma Claimants (Dkt. 1565); The Official Committee of Asbestos Claimants Response to United States Statement of Interest (Dkt. 1581); Supplemental Submission by Nonparties Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility in Further Opposition to the Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts (Dkt. 1612); The Official Committee of Asbestos Claimants' Post-Hearing Brief Regarding Estimation-Related Motions (Dkt. No. 1614); Debtor's Supplemental Brief on Discovery and Limiting Motions (Dkt. 1615); Manville Personal Injury Settlement Trust and Delaware Claims Processing Facility Letter to the Court (Dkt. No. 1616); Debtor's Reply to Trusts' Letter Regarding Trust Discovery (Dkt. 1622).

the Manville Personal Injury Settlement Trust (“**Manville Trust**”) and the Delaware Claims Processing Facility (“**DCPF**”) with respect to the following asbestos personal injury trusts whose claims are handled by DCPF (the “**DCPF Trusts**,” and together with the Manville Trust, the “**Trusts**”):⁴

- a. Armstrong World Industries Asbestos Personal Injury Settlement Trust
- b. Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- c. Celotex Asbestos Settlement Trust
- d. DII Industries, LLC Asbestos PI Trust (Halliburton, Harbison-Walker Subfunds)
- e. Federal Mogul U.S. Asbestos Personal Injury Trust (T&N, FMP, Flexitallic, Ferodo)
- f. Flintkote Asbestos Trust
- g. Owens Corning Fibreboard Asbestos Personal Injury Trust (FB and OC Subfunds)
- h. Pittsburgh Corning Corporation Asbestos PI Trust
- i. United States Gypsum Asbestos Personal Injury Settlement Trust
- j. WRG Asbestos PI Trust

The subpoenas seek evidence that is relevant to specific purposes in connection with estimation and the negotiation, formulation, and confirmation of a plan of reorganization in this case, specifically: the determination of whether pre-petition settlements of mesothelioma claims provide a reliable basis for estimating the Debtor’s asbestos liability; the estimation of the Debtor’s asbestos liability; and the Debtor’s development of its trust distribution procedures and evaluation of the procedures proposed by the Official Committee of Asbestos Personal Injury Claimants (the “**ACC**”) and the Future Claimants’ Representative (the “**FCR**”) in their proposed chapter 11 plan (collectively, the “**Permitted Purposes**”).

4. On or before March 31, 2021, the Debtor shall provide to the Manville Trust and DCPF a list (in electronic, text searchable format) of last names and Social Security numbers (“**SSNs**”), in separate fields, for claimants who asserted mesothelioma claims against the Debtor or the former Georgia-Pacific LLC (“**Old GP**”) that were resolved by settlement or verdict and

⁴ The Debtor may also subpoena the DCPF Trusts if necessary to effectuate this Order.

for whom Debtor possesses SSNs, as well as the corresponding last names and SSNs of the injured parties if different from the claimant (the “**Bestwall Claimants**”). The list referenced in this paragraph may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in the last name field, and may also close spaces between parts of a name (e.g., “Van” or “De”).

5. On or before April 21, 2021, DCPF and the Manville Trust shall identify the claimants in the Trusts’ databases whose injured party datafields or related claimant datafields match any (a) nine-digit SSN and (b) last name associated with a Bestwall Claimant in the Debtor’s claims database and who did not file their Trust claims *pro se* (the “**Matching Claimants**”). In performing this match, DCPF and the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.) but that may be contained in a last-name field, and shall also close spaces between parts of a name (e.g., “Van” or “De”) as necessary to ensure the most comprehensive initial match. On or before April 21, 2021, DCPF and the Manville Trust shall also provide to counsel for the Debtor a list of the first and last names and SSN of claimants in the Trusts’ databases who match the nine-digit SSN of any Bestwall Claimant but who (a) filed their Trust claims *pro se* (and identify such claimants on the list) or (b) in the view of DCPF or the Manville Trust do not match the last name associated with the Bestwall Claimant (the “**Meet and Confer List**”). The Meet and Confer List shall be subject to the same confidentiality and use restrictions as Confidential Trust Data (as defined herein). On or before April 30, 2021, the Debtor, DCPF, and the Manville Trust shall meet and confer concerning whether any of the claimants on the Meet and Confer List should

instead be classified as Matching Claimants. On or before May 26, 2021, the Debtor (and the Debtor's Retained Experts, as defined herein) shall permanently delete the Meet and Confer List and provide DCPF and the Manville Trust with written confirmation of such deletion; *provided, however*, that such deletion deadline shall be extended for each day the meet and confer process between the Debtor, on the one hand, and DCPF and the Manville Trust, on the other hand, continues after May 26, 2021.

6. DCPF and the Manville Trust (through its claims processing agent, Claims Resolution Management Corporation (“**CRMC**”)) shall notify the Matching Claimants’ counsel of record that the relevant Trusts have received a subpoena from the Debtor. DCPF and CRMC (each, a “**Notifying Facility**”) shall inform such counsel that the Matching Claimants’ data described in paragraph 8 below will be produced if they do not notify the Notifying Facility and the Debtor in writing by May 12, 2021 that the Matching Claimant intends to file a motion to quash.

- a. If counsel for any Matching Claimant communicates to the Notifying Facility and the Debtor by May 12, 2021 an intent to file a motion to quash the subpoena, the Notifying Facility shall stay the production of any data relating to such Matching Claimant for an additional two weeks. If a motion to quash is filed by May 24, 2021, the Notifying Facility will stay the production of any data relating to such Matching Claimant until such motion is resolved.
- b. If a motion to quash is not filed by May 24, 2021, the Notifying Facility shall produce to Debtor the data described in paragraph 8 below relating to the Matching Claimant on or before May 28, 2021.

7. If counsel for any Matching Claimants do not on or before May 12, 2021 notify the Notifying Facility and the Debtor that the Matching Claimant intends to file a motion to quash the subpoena, the Notifying Facility shall produce to the Debtor's expert, Bates White, the information in paragraph 8 relating to any such Matching Claimants on or before May 28, 2021.

8. Subject to the procedures set forth in paragraph 6 above, DCPF and the Manville Trust shall produce to Bates White (in electronic database format and, with respect to DCPF, separated by Trust) the following information pertaining to Matching Claimants⁵ (to the extent the relevant Trust databases contain such information) (the "**Matched Production**"):

- a. Full name of injured party;
- b. Injured party SSN;
- c. Gender of injured party;
- d. Date of birth of injured party;
- e. Date of death of injured party;
- f. State of residency of injured party;
- g. Date of diagnosis of injured party;
- h. Claimed disease and disease body site (if available);
- i. Full name of any claimant who is not the injured party and his or her SSN;
- j. Claimant's law firm (with email and address of contact person), jurisdiction of tort claim filing, and date of tort claim filing;
- k. Date claim filed against Trust;
- l. Date claim approved by Trust, if approved;
- m. Date claim paid by Trust, if paid;

⁵ For the avoidance of doubt, the term "Matching Claimants" referenced here and elsewhere in this Order includes any claimants on the Meet and Confer List that the parties agree, after meeting and conferring, should be classified as Matching Claimants, but excludes any other claimants on the Meet and Confer List.

- n. If not approved or paid, status of claim;
 - o. All exposure-related fields, including:
 - i. Date(s) exposure(s) began;
 - ii. Date(s) exposure(s) ended;
 - iii. Manner of exposure;
 - iv. Occupation and industry when exposed; and
 - v. Products to which exposed;
 - p. Mode of review selected; and
 - q. Mode of review under which claim was approved and paid.
9. The Matched Production shall be used as follows:
- a. Bates White shall assign a unique identifier to each claimant record in the Matched Production and may use the date of birth and date of death fields to create age fields for each claimant record, rounded to the nearest year;
 - b. Bates White shall create a separate file (the “**Matching Key**”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by DCPF and the Manville Trust pursuant to paragraph 8 include such information):
 - i. Full name of injured party;
 - ii. Injured party SSN;
 - iii. Date of birth of injured party;
 - iv. Date of death of injured party; and
 - v. Full name of any claimant who is not the injured party and his or her SSN.

For the avoidance of doubt, nothing in this paragraph 9(b) should be construed as modifying or expanding the scope of DCPF's and the Manville Trust's disclosure obligations under paragraph 8.

- c. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields contained within the Matching Key (except the unique identifier and the year of the date of birth and the year of any date of death). The resulting database will be the "**Anonymized Matched Production.**" Bates White shall then provide a copy of the Matching Key and the Anonymized Matched Production to Legal Analysis Systems, Inc. and Ankura Consulting Group, LLC, each in its capacity as a Retained Expert (as defined herein) for the ACC and the FCR, respectively. Within four weeks after the final production of any Matching Claimant's data or the resolution of all pending motions to quash described in paragraph 6, whichever is later, Bates White shall serve a declaration on DCPF, the Manville Trust, and the other Parties (as defined herein) that attests to the creation of the Anonymized Matched Production and the Matching Key pursuant to this Order; and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be deemed "Confidential" pursuant to the Protective Order (as defined herein).
- d. Subject to and without in any way limiting the restrictions described in paragraph 10(d) below concerning access to the Matching Key (or information derived therefrom), Retained Experts and Authorized Representatives (each as defined below) of the Debtor, the ACC, the FCR, and Georgia-Pacific LLC ("**New GP**" and, together with the Debtor, the ACC, and the FCR, the "**Parties**"), if otherwise

entitled to such access pursuant to this Order, may obtain a copy of the Matching Key (or information derived therefrom) and the Anonymized Matched Production upon request to Bates White.

- e. The Retained Experts (as defined in paragraph 10(d)) shall use the Matching Key only to (i) match and combine the Anonymized Matched Production, on a claimant-by-claimant basis, with data from the Debtor's database or other sources; (ii) provide sufficient identifying information from the Matching Key to an Authorized Representative to permit such Authorized Representative to match data from the Anonymized Matched Production with and analyze individual claims (provided that such identifying information shall be limited to data corresponding to the specific individual claims in the Anonymized Matched Production that are the subject of individual claims analysis, shall not contain data corresponding to claims that are not the subject of individual claims analysis, and shall not include data beyond that which is strictly necessary to effectuate the individual matches and analysis contemplated by this subdivision (ii)); (iii) verify the accuracy of any matching of data performed by another Authorized Representative; and (iv) defend challenges to the accuracy of any matching of data performed by an Authorized Representative, *provided, however*, that the Matching Key may be used in the manner described in (i), (ii), (iii), and (iv) only in connection with a Permitted Purpose. Absent further order by this Court, no Retained Expert or Authorized Representative shall use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other

record of any kind linking the complete set of unique identifiers in the Anonymized Matched Production to the Matching Key.

- f. To the extent a Retained Expert uses the Matching Key to match the Anonymized Matched Production, on a claimant-by-claimant basis, to the Debtor's database or other sources of information, such Retained Expert shall delete from any resulting database any datafields or information of the type contained within paragraphs 9(b)(i) to 9(b)(v), without regard to whether such information was derived from data produced by DCPF or the Manville Trust or other sources of information (any such database being an "**Anonymized Database**").

10. The Matching Key (and any portion or extract thereof), the Anonymized Matched Production, any Anonymized Databases, and (while it exists) the Matched Production (together, the "**Confidential Trust Data**") shall be deemed "Confidential" pursuant to the *Agreed Protective Order Governing Confidential Information* (Dkt. 337) (the "**Protective Order**"). In addition to the protections in the Protective Order, the provisions in this Order (which will supersede the Protective Order in the event of any conflict) shall apply, including the following:

- a. No Confidential Trust Data shall be disseminated or disclosed, whether in written or electronic form, to any individual other than an individual (1) who has a clear need to know the data to perform work in connection with a Permitted Purpose and (2) who is (i) a lawyer, employee, agent, or representative of a law firm representing a Party in connection with this case, (ii) a lawyer, paralegal, or legal support staff for a Party (and working in a legal role for the Party), or (iii) a Party's Retained Expert (defined below) in this case (collectively, the "**Authorized Representatives**"); *provided, however*, that the right of access to

the Confidential Trust Data hereby conferred on the foregoing persons shall be subject to the conditions precedent set forth in paragraph 10(b) immediately below.

- b. Any person exercising a right of access to the Confidential Trust Data shall thereby consent, and be deemed to consent, to be bound by this Order and shall thereby submit, and be deemed to submit, to the exclusive jurisdiction and venue of this Court for any dispute pertaining to the interpretation or enforcement of this Order. Without limitation of the generality of the foregoing sentence, as a condition of the right of access to the Confidential Trust Data conferred by paragraph 10(a) above, each entity whose Authorized Representatives will receive access to the Confidential Trust Data and any other Authorized Representatives not associated with such an entity who will receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacity shall execute a joinder in the form annexed to this Order as Exhibit A.1 or Exhibit A.2. Exhibit A.1 shall be executed on the part of corporations, partnerships, companies, or firms whose Authorized Representatives will receive access to the Confidential Trust Data in the performance of the entity's duties with respect to this bankruptcy case. Exhibit A.2 shall be signed in an individual capacity by individuals (such as witnesses or self-employed experts) who receive a right of access to the Confidential Trust Data under paragraph 10(a) above in their individual capacities, rather than as employees, agents, or representatives of an entity.

- c. Any entity whose Authorized Representatives receive access to any Confidential Trust Data and any Authorized Representative who receives access to any Confidential Trust Data in their individual capacity as provided in this Order shall provide for physical, managerial, and electronic security thereof such that the Confidential Trust Data are reasonably maintained and secured, ensuring that they are safe from unauthorized access or use during utilization, transmission, and storage. Any electronic transmission of the Confidential Trust Data (including without limitation the Matching Key or any information derived therefrom) must be through a secure encrypted service, and not as an ordinary email attachment.
- d. Notwithstanding anything in this Order to the contrary, access to the Matching Key shall be limited to (i) Bates White, Legal Analysis Systems, Inc., and Ankura Consulting Group, LLC, each in its capacity as a retained claims expert for the Debtor, the ACC, and the FCR, respectively, (ii) the Parties' other retained experts (consulting or testifying) in this case (if any), and (iii) to the professional staff employed by such experts (each of (i), (ii), and (iii), a "**Retained Expert**"), and (iv) such other persons as the Parties, DCPF, and the Manville Trust may agree to in writing from time to time; *provided, however*, that a Retained Expert shall be permitted to access the Matching Key only in connection with a Permitted Purpose and only if the Retained Expert has a clear need for such access. Any Retained Expert granted access to the Matching Key shall store the Matching Key in a separate, password-protected folder on Retained Expert's network, accessible only to individuals authorized to access the Matching Key under this paragraph 10(d), and the same data security requirement shall apply to

any other person granted access to the Matching Key under this paragraph 10(d).

Any electronic transmission of the Matching Key must be through a secure encrypted service, and not as an ordinary email attachment.

- e. No claimant-specific data from or derived from any Confidential Trust Data, including without limitation the kinds of claimant data listed in paragraphs 9(b)(i) to 9(b)(v) above, shall be (i) offered as evidence in this bankruptcy case, (ii) placed on the public record, or (iii) filed with this Court, the District Court, or any reviewing court (including under seal), absent further order by this Court, made after notice of hearing of a motion (with notice to DCPF, the Manville Trust, and claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust and DCPF) authorizing such use. Such motion shall be brought by the movant no later than 30 days before such offer or use. The restrictions of this paragraph 10(e) shall also apply to any de-identified data (i.e., data that does not contain claimant-specific details) from or derived from any Confidential Trust Data that could reasonably be used, by cross-referencing publicly available information or otherwise, to determine or reveal a claimant's identity.
- f. If, in connection with a motion pursuant to paragraph 10(e), or any response to such motion, a Party proposes to place any Confidential Trust Data under seal, that Party shall have the burden of making the showing required for sealing under applicable law.

- g. In addition to, and without diminution of any other use restrictions in this Order, unless otherwise ordered by the Court, the Confidential Trust Data shall be used only in connection with a Permitted Purpose.
 - h. Notwithstanding the foregoing, a Party may use in connection with a Permitted Purpose in this Court, or any reviewing court, summaries or analyses derived from the Confidential Trust Data if such material is redacted so as not to reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
 - i. Likewise, nothing herein shall prohibit a Retained Expert with access to the Confidential Trust Data from using or referring to the Confidential Trust Data (in connection with a Permitted Purpose) in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning the Confidential Trust Data, so long as any such testimony, summary, or report does not reveal any identifying detail of any individual claimant, including without limitation any of the identifying details subject to the restrictions of paragraph 10(e) above.
11. Pursuant to section 105(a) of the Bankruptcy Code, no Confidential Trust Data shall be subject to subpoena or otherwise discoverable by any person or entity other than the Parties.
12. Within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, the Parties and any Authorized Representatives (and any of their associated entities), including without limitation any Retained Experts, who received access to or who possess any Confidential Trust Data or any excerpts thereof, including without limitation any person or entity that executed a joinder in the form

annexed to this Order as Exhibit A.1 or Exhibit A.2, shall (i) permanently delete such Confidential Trust Data and any excerpts thereof, without in any way retaining, preserving, or copying the Confidential Trust Data or any excerpts thereof, and (ii) certify in writing to DCPF and the Manville Trust that they have permanently deleted such files and any excerpts thereof.

13. Subject to the requirements of paragraphs 9 and 10 above, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in this bankruptcy case in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Confidential Trust Data.

14. For the avoidance of doubt, nothing in this Order shall prohibit any Party from seeking discovery in connection with a Permitted Purpose with respect to any particular Bestwall Claimants, including where such Bestwall Claimants are selected using knowledge gained from the discovery ordered herein, so long as such discovery requests do not disclose any information that is derived solely from or contained exclusively in the Matched Production.

15. Debtor shall reimburse DCPF and the Manville Trust their reasonable and documented expenses in complying with this Order and the subpoenas. DCPF and the Manville Trust shall have no liability in connection with their compliance with the subpoenas described in this Order.

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

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

United States Bankruptcy Court

**EXHIBIT A.1 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-BK-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by an authorized representative of any corporation, partnership, company, or firm required to execute a joinder pursuant to paragraph 10(b) of the above-referenced Order.*

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

On behalf of my employer, _____ [write in name of employer] ("**Employer**"), I and Authorized Representatives of Employer may be given access to Confidential Trust Data. The Confidential Trust Data constitutes confidential and protected information in connection with the above-referenced *Order Granting Debtor's Motion for Bankruptcy Rule 2004 Examination of Asbestos Trusts and Governing Confidentiality of Information Provided in Response* (the "**Order**"), entered by the United States Bankruptcy Court for the Western District of North Carolina (the "**Bankruptcy Court**") in the above-referenced chapter 11 case. Capitalized terms used in this Acknowledgment but not otherwise defined herein shall have the meanings ascribed to them in the Order.

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

Employer and its Authorized Representatives will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. They will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, Employer will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a

final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

Employer and I (in my individual capacity and my capacity as a representative of Employer) consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of the Order and this joinder.

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

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

Dated: _____
Relationship to Employer: _____

**EXHIBIT A.2 TO ORDER GRANTING DEBTOR'S MOTION FOR BANKRUPTCY
RULE 2004 EXAMINATION OF ASBESTOS TRUSTS AND GOVERNING
CONFIDENTIALITY OF INFORMATION PROVIDED IN RESPONSE**

**Re: *In re Bestwall LLC*
Case No. 17-31795 (LTB)
United States Bankruptcy Court
for the Western District of North Carolina**

Instructions: *This joinder must be executed by any individual required to execute a joinder in his or her individual capacity pursuant to paragraph 10(b) of the above-referenced Order.*

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

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

I will not disclose any Confidential Trust Data to any person not authorized by the Order, or further order of the Bankruptcy Court, to receive such information. I will not use any Confidential Trust Data except in connection with a Permitted Purpose (as defined in the Order).

Pursuant to paragraph 12 of the Order, I will destroy any Confidential Trust Data within 90 days after the effective date of a confirmed plan for the Debtor or the entry of a final order confirming such a plan, whichever is later, and will promptly certify such destruction in writing to counsel of record for DCPF and the Manville Trust.

I consent to the exclusive jurisdiction and venue of the Bankruptcy Court for any action to interpret, apply, and enforce the terms of this Order and this joinder.

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

Dated: _____

EXHIBIT F

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE: : Case No. 17-31795-LTB

BESTWALL LLC, : Chapter 11

Debtor, : Charlotte, North Carolina

: Thursday, March 4, 2021

: 9:34 a.m.

[illegible]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE LAURA TURNER BEYER,
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (via ZoomGov) :

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

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9 Settlement Trust and Delaware BY: JASON C. RUBINSTEIN, ESQ.
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17 JON INT-HOUT
Technology Consultant
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1 counsel. I am convinced, however, based on comparing the
2 debtor's questionnaire to those used in prior asbestos cases
3 that it is consistent with those questionnaires, if not more
4 finely well tuned in light of experience gained from prior
5 cases.

6 In addition, the debtor has taken steps to minimize
7 the burden of completing the questionnaire by allowing
8 claimants' firms to attach documents in lieu of providing
9 explanation on the questionnaire, by creating a fillable PDF in
10 which claimants can type their answers, and, hopefully, by the
11 use of an electronic portal to which the claimants can submit
12 the questionnaires.

13 Finally, with respect to delay, the questionnaire
14 requires that it be returned within four months of service,
15 which is consistent with every questionnaire attached to the
16 debtor's motion and the Court's timeline for getting to an
17 estimation proceeding.

18 The Court grants the personal injury questionnaire
19 motion, subject to the concessions that were agreed to by the
20 debtor at the conclusion of the hearings in January. The
21 debtor has agreed to limit the questionnaire to the pre-1978
22 joint compound products and also agreed to having a product
23 list go out with the questionnaires.

24 With respect to the motion for Rule 2004 examination
25 of bankruptcy trusts, I conclude I should grant the debtor's

1 motion for Rule 2004 exam of bankruptcy trusts pursuant to Rule
2 2004 and that the debtors have met their burden of showing that
3 the information sought is both relevant and necessary to the
4 case. The information is relevant to the determination of
5 whether pre-petition settlements of mesothelioma claims provide
6 a reliable basis for estimating the debtor's asbestos liability
7 which has been put at issue by the ACC and the FCR. It's
8 relevant to Dr. Bates' estimation of the debtor's liability and
9 it will assist the debtor in developing its trust distribution
10 procedures and evaluating those procedures proposed by the ACC
11 and the FCR in their plan. And I'm sufficiently convinced
12 based on the evidence introduced by the debtor regarding the
13 eight cases in which it alleges there was a failure to disclose
14 material exposure evidence that there's a good faith basis for
15 the trust discovery it seeks.

16 But I share Mr. Rubinstein's concerns about the
17 confidential, proprietary, and inherently sensitive nature of
18 the data that would be collected by the debtor. So I will
19 grant the motion subject to the following conditions:

20 Particularly in light of the lessons the Court learned
21 in Garlock, it would be appropriate to order the production of
22 information from the trusts be anonymized by Bates White after
23 it is produced, as Judge Whitley ordered in the confirmation
24 phase of the Garlock case.

25 With respect to the matching protocol, the Court will

1 require the debtor to provide the trusts with a full Social
2 Security number, plus another identifier. I understood
3 Mr. Cassada to suggest last name and Mr. Rubinstein seemed to
4 be in agreement with that. So I will require Social, full
5 Social Security number and last name to be used for the
6 matching protocol.

7 The debtor will be limited to using the data for
8 purposes of estimation and confirmation in this case.

9 And finally, I agree with Mr. Rubinstein that access
10 should be limited to people who have a clear need to know.

11 Again, I grant the motion subject to the concession
12 agreed to by the debtor, that if they get matches from the
13 trusts for *pro se* claimants, that those matches will be
14 excluded from the discovery or not viewed as having Bestwall
15 claims as well as subject to the agreement reached between
16 Mr. Cassada and Mr. Rubinstein regarding the merged database
17 and its confidential treatment as well as the date certain for
18 the deletion of trust data.

19 Now I'll turn to the shaping motions and I'll make
20 just a few general comments about those motions before I rule
21 on each specific motion.

22 With respect to estimation, I remain focused on the
23 need to avoid undue delay utilizing estimation as an
24 opportunity to advance the resolution of this case and due
25 process. In the context of reminding me about the factors on

EXHIBIT G

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1 So he may feel differently than me, but I --

2 THE COURT: Do you want to ask him?

3 MR. EWING: Well, I, I think I have, but, but I think
4 our position would be, you know, we are again concerned about
5 getting ruling in this case, get the ruling in Bestwall. We
6 share the same concern, also especially to the extent it can
7 affect if we're forced to produce documents, you know.

8 THE COURT: Uh-huh (indicating an affirmative
9 response).

10 MR. EWING: I mean, that's just another factor in
11 there. Because that, you know, we could be told to produce one
12 set of documents in this case, a slightly different thing in
13 Bestwall, and then they could change again and again.

14 THE COURT: Uh-huh (indicating an affirmative
15 response).

16 MR. EWING: And so we do think it would be more
17 efficient maybe in the long run if the Court held its ruling or
18 even if the Court didn't hold its ruling, that the Court at
19 least held our compliance deadline until all this could be
20 sorted out. Then we could only produce, we'd only have to
21 produce one set of documents and essentially the same thing.

22 Thank you.

23 THE COURT: And, and potentially, that would be until
24 the Third Circuit ruled. I was thinking more of the next time
25 around in front of Judge Connolly, but --

1 MR. EWING: Well, you know, your Honor, the DCPF and
2 the Manville Trust are not parties to the Delaware litigation.
3 I don't really know where that's at, but --

4 THE COURT: Uh-huh (indicating an affirmative
5 response).

6 MR. EWING: -- I, I assume the debtor, I assume the
7 debtor does and I guess that may be right.

8 THE COURT: Okay. Well, all right.

9 I guess what I want to say at this point is I, I
10 alluded to this early on about, in great measure, this is, this
11 is procedural and Judge Beyer and I try to do our best to stay
12 consistent on procedure, so. We don't always manage it, but
13 we're likely to see things in the same way, having been raised
14 in the same court and, and having similar cases here.

15 The bottom line is I'm inclined to -- I agree with
16 Bestwall on this, as modified. I think we've got to bear in
17 mind what Judge Connolly has done. So I'm inclined to grant
18 this motion without the PII, effectively allowing the proposed
19 keying with the, the relevant so that it can be matched up when
20 it comes back to the debtor, but anonymized when it's produced.
21 I think it's relevant. Other courts have found that.
22 Basically, I'm adopting Judge Beyer's original ruling, but
23 modified for the requirements that the district court has.

24 And so I think we've got information that is necessary
25 and relevant to an estimation here. I can go through all the

1 other arguments that have been made, but effectively, on the
2 things other than the technical issues I'm foursquare with
3 Judge Beyer on this. Whether the debtor relied on it or not, I
4 think it's something we sort out once we get to an estimation
5 hearing. I don't think that's a basis to foreclose it. The
6 debtor's -- the argument that the debtor should already know
7 about the trusts reason, we don't need this and don't need to
8 burden the trusts, well, it doesn't sound like it to me.

9 But I agree that with Judge Connolly's input we need
10 to have the pre-disclosure anonymization. We'll use the
11 debtor's arrangement where the debtor proposed to provide the
12 list and the like and then it comes back under the pseudonyms.
13 That, and the fact that there's no personal injury, personal
14 identifying information now satisfies the privacy concerns, at
15 least from my perspective. We'll see what Delaware thinks
16 about it.

17 But the bottom line is the debtor needs to be able to
18 match or otherwise, this is unusable to it for its purposes and
19 it sounds like the experts all agree on that. Whether they
20 agree that you should get it or not is something else.

21 I would say that, also, the fact that Judge Hodges
22 relied on this heavily in his estimation decision, I think,
23 accentuates both the relevance and the need for the
24 information.

25 Now don't jump to any conclusions there. I think

1 Judge Beyer may have said this to you before, but from my
2 vantage point, I have no present idea whether I will adopt
3 Judge Hodges' methodology or not. I, I have never really tried
4 to get down in the weeds except to the extent y'all've talked
5 about it in court and to go wade through all 60 or 90 pages of
6 his estimation opinion. I have a great deal of regard for his
7 opinions, but as has been pointed out before, Judge Fitzgerald
8 wasn't much on that theory at all and I, I think a lot of her
9 as well. So don't, don't get too excited.

10 But the bottom line, and including the proposed
11 stringent confidentiality use restrictions, I think that with
12 that I, I would be inclined to grant the motion now and we'll
13 just see where we, we go.

14 So that one, I'm going to call upon the, the debtor to
15 propose an order consistent with the remarks.

16 All right. Time for another question. I want to talk
17 now about the personal injury questionnaire, No. 3 on the
18 matter.

19 It is a curiosity to me that I've got Aldrich under
20 submission right now with the debtor wanting to use,
21 effectively, a bar date and a, and a follow-on questionnaire
22 and in here, we're, we're talking about a PIQ. Just from
23 personal efficiency, I sort of hate to have two different
24 methodologies in two very similar cases and my question is --
25 the debtor didn't ask for the bar date -- but do the parties

EXHIBIT H

MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P. C.

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September 5, 2012

By Federal Express

Garland S. Cassada, Esq.
Robinson, Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Re: *In re: Garlock Sealing Technologies LLC*, 10-BK-31607

Dear Garland:

Enclosed, on behalf of the Armstrong World Industries, Inc. Asbestos Personal Injury Settlement Trust, the Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, the DII Industries, LLC Asbestos PI Trust, the Federal-Mogul Asbestos Personal Injury Trust, the Owens Corning/Fibreboard Asbestos Personal Injury Trust, and the United States Gypsum Asbestos Personal Injury Settlement Trust (collectively, the "Producing Trusts") are six separate CD-ROMs containing trust information called for by Judge Hodges's Order Granting in Part and Overruling in Part Objections to Subpoena by Delaware Claims Processing Facility, LLC and Associated Trusts, Establishing Claimant Objection Procedures, and Governing the Confidentiality of Information Provided in Response to the Subpoena, dated August 7, 2012 (the "Order").

The data fields and information being produced by the Producing Trusts have been limited to the specific categories of information required to be produced under the terms of the Order for those individuals whose names and social security numbers, as maintained by the Producing Trusts, exactly matched the names and social security numbers supplied by Debtors in connection with their subpoena and the Order. The Producing Trusts hereby designate this trust information as "Confidential" pursuant to the Order.

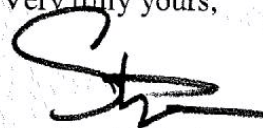
MORVILLO, ABRAMOWITZ, GRAND, IASON, ANELLO & BOHRER, P.C.

Garland S. Cassada, Esq.
September 5, 2012
Page 2

Consistent with Paragraph 6 of the Order, we will provide you with information regarding the costs associated with this production by separate correspondence.

Please do not hesitate to contact me at (212) 880-9475 if you have any questions regarding the enclosed materials or any other matter.

Very truly yours,

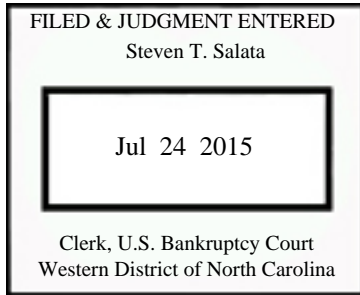
A handwritten signature in black ink, appearing to read 'S. Juris', with a stylized flourish at the end.

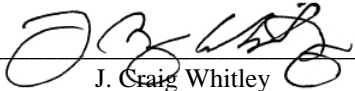
Stephen M. Juris

Enc.

cc: Trevor W. Swett III, Esq. (w/enclosures)
Edwin J. Harron, Esq. (w/o enclosures)

EXHIBIT I




J. Craig Whitley
United States Bankruptcy Judge

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

IN RE:

GARLOCK SEALING TECHNOLOGIES LLC,
et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

**ORDER GRANTING IN PART AND DENYING IN PART DEBTORS' MOTION FOR
LEAVE TO SERVE SUBPOENA ON MANVILLE TRUST**

This matter came before the Court pursuant to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4599) (the "Motion"), filed to obtain discovery relevant to the hearing on confirmation of Debtors' Second Amended Plan of Reorganization (the "Confirmation Hearing"). Upon consideration of the Motion, the Objection of Non-Party Manville Personal Injury Settlement Trust to the Debtors' Motion for Leave to Serve Subpoena

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

(Docket No. 4638), the Response and Limited Objection of the Official Committee of Asbestos Personal Injury Claimants to Debtors' Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4644), Debtors' Reply in Support of Motion for Leave to Serve Subpoena on Manville Trust (Docket No. 4646), the Sur-Reply of Non-Party Manville Personal Injury Settlement Trust to Debtors' Motion for Leave to Serve Subpoena (Docket No. 4660), and the arguments of counsel at the hearing on June 17, 2015, and for the reasons stated on the record at the hearing on June 30, 2015, the Court grants the Motion in part and denies the Motion in part and hereby orders as follows:

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, and it is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this proceeding and the Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. Adequate notice of the Motion was given and it appears that no other notice need be given.

2. Debtors are authorized to issue and serve a subpoena on the Manville Personal Injury Settlement Trust (the "Manville Trust") forthwith, consistent with the terms and conditions of this Order. Debtors shall reimburse the Manville Trust's reasonable expenses in complying with the subpoena.

3. On or before July 15, 2015, Debtors shall provide to the Manville Trust a list (in electronic, text searchable format) of first and last names, in separate fields, for claimants listed as having pending non-mesothelioma or unknown disease claims in the latest version of Debtors' claims database. The list may delete punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name ("executor," "deceased," "dec," etc.) but that may be contained in the first and last name fields, and may also

close spaces between parts of a name (i.e., “Van” or “De”) as necessary to ensure the most comprehensive initial match.

4. On or before July 31, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 3 above with the filings in the Manville Trust database whose injured party datafield or related claimant datafield matches a first and last name in the list provided by Debtors (“Initial Matching Claimants”). In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Initial Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Initial Matching Claimants’ data will be produced if they do not notify the Manville Trust and Debtors in writing, within 14 days (*i.e.*, by August 14, 2015), that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or that the Initial Matching Claimant intends to file a motion to quash.

- a. If an Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, counsel for such Initial Matching Claimant shall notify both the Manville Trust and Debtors’ counsel, in writing, on or before August 14, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Initial Matching Claimant.
- b. If counsel for any Initial Matching Claimant communicates to the Manville Trust by August 14, 2015 an intent to file a motion to quash the subpoena, the Manville

Trust shall stay the production of any records relating to such Initial Matching Claimant for an additional two weeks (*i.e.*, until August 28, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Initial Matching Claimant until such motion is resolved.

If a motion is not filed within that time, the Manville Trust shall produce to Debtors the records described in paragraph 4(c) below relating to the Initial Matching Claimant on or before September 4, 2015.

- c. If counsel for any Initial Matching Claimants do not on or before August 14, 2015 (i) notify the Manville Trust and Debtors that the Initial Matching Claimant has not filed a proof of claim and has no present intention of filing a proof of claim in the above-captioned action, or (ii) communicate to the Manville Trust an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the information in paragraph 5 relating to any such Initial Matching Claimants on or before August 28, 2015, as well as a copy of the computer code the Manville Trust used to identify the Initial Matching Claimants.
- d. The records produced by the Manville Trust relating to the Initial Matching Claimants are referred to herein as the “Initial Production.”

5. The Manville Trust shall produce to Debtors (in electronic database format) the following information pertaining to Initial Matching Claimants (to the extent the Manville Trust database contains such information):

- a. Manville POC number;
- b. Injured party name;
- c. Related party name;

- d. Social Security number;
- e. Date of birth;
- f. Gender;
- g. Claimant address and contact information;
- h. Date of death (if applicable);
- i. Whether death was asbestos-related (if applicable);
- j. Personal representative (if any);
- k. Law firm representing claimant;
- l. Whether Manville Trust claim has been approved or paid;
- m. Date Manville Trust claim was filed;
- n. Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, PFT, and ILO score(s) and related diagnosis assessment fields;
- o. Claim type (i.e., first injury claim or second injury claim);
- p. Amount paid by Manville Trust to claimant (if applicable);
- q. Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- r. Database fields containing information about tort suit, including jurisdiction and other such database fields;
- s. Smoking history;
- t. Nature of co-worker’s exposure (if applicable); and

- u. Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Manville Trust and typically provided to co-defendants pursuant to subpoena, linked to Manville POC number.

6. Debtors' claims expert (Bates White) shall use the following data fields from the Initial Production (as well as any other data fields that can reliably be used for this purpose) in conjunction with its standard matching algorithms to identify claimants in the Initial Production who do not in fact have pending claims against Debtors according to their database ("Non-Matching Claimants"):

- a. Injured party name;
- b. Related claimant name;
- c. Claimant address and contact information;
- d. Personal representative (if any);
- e. Social Security number;
- f. Date of birth;
- g. Date of death (if applicable);
- h. Disease level (both as filed and as approved);
- i. Lawsuit filing date;
- j. Law firm representing claimant; and
- k. Jurisdiction.

7. After identifying Non-Matching Claimants, Bates White shall perform the following tasks:

- a. Bates White shall permanently delete the records of Non-Matching Claimants from the Initial Production (thus creating the "Matched Production").

- b. Bates White shall assign a unique identifier to each claimant record in the Matched Production.
- c. Bates White shall create a separate file (the “Matching Key”) containing the unique identifier and the following fields from the Matched Production (to the extent the data produced by the Manville Trust include such information):
 - i. Manville POC number, injured party name, related claimant name, SSN, date of birth (except month and year for each claimant), claimant address and contact information;
 - ii. Personal representative name, SSN, address and contact information;
 - iii. Occupationally exposed person name, SSN, address and contact information;
 - iv. Other exposed person name, SSN, address and contact information;
 - v. Exposure affiant name;
 - vi. Dependent name;
 - vii. Dependent date of birth (except year for each dependent); and
 - viii. Lawsuit case numbers (except jurisdiction).

The Matching Key shall also contain the documents listed in paragraph 5(u) of this Order, linked to the unique identifier and other fields.

- d. After creating the Matching Key, Bates White shall permanently delete from the Matched Production the datafields and documents contained within the Matching Key. The resulting database will be the “Anonymized Matched Production.”
- e. Bates White shall store the Matching Key in a separate, password-protected folder on its network, accessible only to Bates White professionals engaged in work

relating to the Confirmation Hearing (or, in the case of the documents in paragraph 5(u), a litigation support company engaged to extract data from such documents and that signs a joinder to the Stipulated Protective Order). The Matching Key shall be used only for the following purposes: (i) matching and combining the Anonymized Matched Production, on a claimant-by-claimant basis, with data from Debtors' database or other sources, (ii) verifying the accuracy of any matching of data performed by any expert for the Committee, (iii) defending challenges to the accuracy of Bates White's matching of such data to other data sources, and (iv) in the case of the documents listed in paragraph 5(u) of this Order, to perform expert analysis relating to the Confirmation Hearing (by extracting data from those documents and adding such extracted data to the Anonymized Matched Production, so long as the extracted data does not include claimant identifying information including claimant identifying information of the type contained within paragraphs 7(c)(i) to 7(c)(viii) (which, for purposes of this Order, may also include, without limitation, information such as Medicare HIC numbers, Medicaid identification numbers, and patient record locator numbers)). Absent further order by this Court, Debtors and Bates White shall not use the Matching Key, or any portion or element thereof, for any other purpose, and shall not retain any other record of any kind linking the unique identifiers in the Anonymized Matched Production to the Matching Key. To the extent the Matching Key is used to match the Anonymized Matched Production, on a claimant-by-claimant basis, to Debtors' database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete

from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

8. On or before September 18, 2015, Bates White shall serve a declaration on the Manville Trust and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) that describes the process used to match claimants and identify Non-Matching Claimants, attests to the permanent deletion of the records of Non-Matching Claimants; identifies the Non-Matching Claimants whose records were deleted; attests to the creation of the Anonymized Matched Production and the Matching Key (and the deletion of the records contained in the Matching Key from the Matched Production); and attests to the storage of the Matching Key in a separate password-protected network folder. The declaration shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. Bates White shall contemporaneously serve the Manville Trust and the Committee with copies of the computer code for the matching algorithms used (“Matching Code”), Matching Key and Anonymized Matched Production, on a password-protected hard drive. The Committee and any of its experts shall likewise store the Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing. To the extent the Matching Key is used by the Committee or its agents to match the Anonymized Matched Production, on a claimant-by-claimant basis, to any other database or other sources of information, the Committee and its agents shall delete from any resulting database any datafields, information or documents of the type contained within

paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was derived from data produced by the Manville Trust, data and information already maintained by the Committee, or any other public or nonpublic source (any such database being an “Anonymized Database”).

9. On or before October 13, 2015, Debtors shall provide to the Manville Trust (in electronic, text searchable format) a list of first names, last names, and SSNs, in separate fields, for claimants and associated related claimants who filed proofs of claim in this bankruptcy case alleging non-mesothelioma or unknown disease claims and who were not in the Matched Production.

10. On or before October 27, 2015, the Manville Trust shall match the claimants described in the list to be provided by Debtors pursuant to paragraph 9 above with the following records in the Manville Trust database (together, “Supplemental Matching Claimants”): (a) Manville Trust records where the injured party or related claimant SSN matches the injured party or related claimant SSN provided by Debtors, (b) Manville Trust records where the injured party or related claimant first name, last name, and last four digits of SSN match the injured party or related claimant first name, last name, and last four digits of SSN provided by Debtors; or (c) in the case of claimants who did not provide an SSN in their proof of claim form or ballot, Manville Trust records where the injured party or related claimant first and last name matches the claimant or related claimant first and last name in the list provided by Debtors. In performing this match, the Manville Trust shall disregard punctuation marks, prefixes (Mr., Miss, Ms., etc.), suffixes (Sr., Jr., III, IV, etc.), and any other words that do not constitute part of the name (“executor,” “deceased,” “dec,” etc.). The Manville Trust shall then notify the Supplemental Matching Claimants’ counsel of record of the Manville Trust’s receipt of a subpoena from Debtors, and inform such counsel that the Supplemental Matching Claimants’ data will be produced if they do

not notify the Manville Trust and Debtors in writing, within 7 days (*i.e.*, by November 3, 2015) that the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, or that the Supplemental Matching Claimant intends to file a motion to quash.

- a. If the Supplemental Matching Claimant has not filed a proof of claim in the above-captioned action, counsel for such Supplemental Matching Claimant shall notify both the Manville Trust and Debtors' counsel, in writing, on or before November 3, 2015. Upon receiving such written notice, the Manville Trust shall withhold from production any records relating to such Supplemental Matching Claimant.
- b. If counsel for any Supplemental Matching Claimant communicates to the Manville Trust and Debtors before November 3, 2015 an intent to file a motion to quash the subpoena, the Manville Trust shall stay the production of any records relating to such Supplemental Matching Claimant for one week (*i.e.*, until November 10, 2015). If a motion to quash is filed within that time, the Manville Trust will stay the production of any records relating to such Supplemental Matching Claimant until such motion is resolved. If a motion is not filed on or before November 10, 2015, the Manville Trust shall produce to Debtors the records described in Paragraph 10(b) below relating to the Supplemental Matching Claimant on or before November 11, 2015.
- c. If counsel for any Supplemental Matching Claimants do not communicate to the Manville Trust and Debtors before November 3, 2015 (i) that the Supplemental Matching Claimant has not filed a proof of claim, or (ii) an intent to file a motion to quash the subpoena, the Manville Trust shall produce to Debtors the

information in paragraph 5 relating to any such Supplemental Matching Claimants on or before November 4, 2015, as well as a copy of the computer code the Manville Trust used to identify Supplemental Matching Claimants.

- d. The records produced by the Manville Trust relating to the Supplemental Matching Claimants are referred to herein as the “Final Production.”
- e. Promptly upon the production of the Final Production, Bates White shall follow the procedures in paragraphs 6 and 7 to identify Non-Matching Claimants in the Final Production; delete the records of Non-Matching Claimants in the Final Production; separate the Final Production into a Second Anonymized Matched Production and Second Matching Key; and then add the Second Anonymized Matched Production and Second Matching Key to the Anonymized Matched Production and Matching Key to create the “Final Anonymized Matched Production” and “Final Matching Key.”

11. For the avoidance of doubt, the requirements set forth in paragraph 7 above relating to the use and deletion of datafields, information and/or documents contained within the Matching Key apply with full force and effect to the datafields, information and/or documents contained in the Second Matching Key and Final Matching Key. Accordingly, to the extent the Second Matching Key and/or Final Matching Key are used to match the Second Anonymized Matched Production, the Final Anonymized Matched Production, and/or any other records produced by the Manville Trust on a claimant-by-claimant basis, to Debtors’ database or other sources of information, Debtors and their agents (including, without limitation, Bates White) shall delete from any resulting database any datafields, information or documents of the type contained within paragraphs 7(c)(i) to 7(c)(viii), without regard to whether such information was

derived from data produced by the Manville Trust, data and information already maintained by Debtors, or any other public or nonpublic source (any such database being an “Anonymized Database”).

12. On or before November 16, 2015, Bates White shall serve on the Manville Trust and Committee a second confidential declaration in the form of the one described in paragraph 8 above, and shall contemporaneously serve Manville Trust and the Committee with copies of the Final Anonymized Matched Production and Final Matching Key. Bates White shall be bound by the same restrictions contained in paragraph 7(e) above with respect to the Final Matching Key. The Committee and any of its experts shall likewise store the Final Matching Key in a separate, password-protected network folder accessible only by professionals engaged in work relating to the Confirmation Hearing, and shall be subject to the same restrictions contained in paragraph 8 above with respect to the Final Matching Key.

13. The Final Matching Key and Final Anonymized Matched Production as well as (while they exist) the Initial Production, Second Production, and intermediate steps before creation of the Final Matching Key and Final Anonymized Matched Production (including the Matched Production, the Matching Key, the Anonymized Matched Production, the Second Matching Key, and the Second Anonymized Matched Production), the declarations required by paragraphs 8 and 12, and any Anonymized Databases (together, “Manville Confidential Information”) and the Matching Code shall be designated “Confidential” pursuant to the March 22, 2011 Stipulated Protective Order as amended. In addition to and without diminution of the protections in that Order, the provisions in this Order will apply, including the following:

- a. Records relating to Non-Matching Claimants shall not be used for any purpose.

- b. For the purposes of Section 5 of the Stipulated Protective Order, the Court hereby rules that Manville Confidential Information is appropriately treated as Confidential.
- c. No claimant-specific data from or derived from the Manville Confidential Information, including without limitation the kinds of claimant information listed in paragraphs 7(c)(i) through 7(c)(viii) above, shall be (i) offered as evidence in the Confirmation Hearing, (ii) placed on the public record, or (iii) filed with the Bankruptcy Court, the District Court, or any reviewing court, absent further order by this Court made after notice of hearing of a motion authorizing such use (with notice to claimants provided to their attorneys at the addresses contained in the data produced by the Manville Trust), brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- d. Without diminishing or limiting the restrictions set forth in paragraph 13(c) above, such Manville Confidential Information that is not subject to the terms of paragraph 13(c) may be offered as evidence in the Confirmation Hearing or otherwise placed on the public record, but only upon further order of the Court made after notice of hearing of a motion authorizing such use, brought by the proponent by the earlier of April 18, 2016 or 60 days before such offer or use.
- e. If, in connection with a motion pursuant to Paragraph 13(c) or (d), or any response to such motion, a party proposes to place such Manville Confidential Information under seal, that party shall have the burden of making the showing required for sealing under applicable law.

- f. In addition to, and without diminution of any other use restrictions in this Order, the Manville Confidential Information shall be used only in connection with the Confirmation Hearing.
 - g. Notwithstanding the foregoing, in the course of the Confirmation Hearing and solely for the purposes thereof, a party may use in the Bankruptcy Court, or any reviewing court, summaries or analyses derived from Manville Confidential Information if such material is redacted so as not to reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
 - h. Likewise, nothing herein shall prohibit an expert witness with access pursuant to the Stipulated Protective Order from using or referring to Manville Confidential Information in an expert report, preparing summaries of information for other experts to rely on, or testifying concerning Manville Confidential Information, so long as such testimony, summary, or report does not reveal any identifying detail of any individual claimant including, without limitation, information subject to the restrictions of paragraph 13(c) above.
14. Pursuant to section 105(a) of the Bankruptcy Code, none of the Manville Confidential Information shall be subject to subpoena or otherwise discoverable by any person or entity other than the Debtors, the Committee, the Future Asbestos Claimants' Representative ("FCR"), or Coltec Industries Inc. ("Coltec"). If the FCR or Coltec request copies of the Manville Confidential Information, they shall be bound by all the provisions of this order that apply to the Debtors, Bates White, and the Committee.

15. Within one month after the later of the entry of a final confirmation order or the exhaustion of any appeals therefrom, the parties and any retained professionals, experts or agents possessing the Final Anonymized Matched Production and Final Matching Key (or any other Manville Confidential Information) shall (i) permanently delete those files, and any excerpts thereof, without in any way retaining, preserving, or copying the Final Anonymized Matched Production, Final Matching Key, or Manville Confidential Information, and (ii) certify in writing to the Manville Trust that they have permanently deleted such files and any excerpts thereof.

16. Subject to the requirements of paragraphs 7, 8, 11, 12, and 13 of the Order, nothing in this Order shall restrict any person's right to make lawful use of:

- a. any discrete data set or materials that came into the possession of such person lawfully and free of any confidentiality obligation;
- b. any exhibit or other document that is placed on the public record in the Confirmation Hearing in conformity with this Order, or any data or material that is or becomes publicly available other than by a breach of this Order; or
- c. any discrete data set or materials developed by or on behalf of such person independent of any Manville Confidential Information.

17. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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

United States Bankruptcy Court

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

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

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that Aldrich Pump LLC., et al., Debtors in the above-captioned cases, have filed the Motion of the Debtors for an Order Authorizing the Debtors to Issue Subpoenas on Asbestos Trusts and Paddock Enterprises, LLC (the "Motion").

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

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

IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN ON OR BEFORE THURSDAY, APRIL 21, 2022 YOU MUST:

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

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

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

(2) Serve the objection pursuant to the procedures set forth in the Order Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 123).

(3) Attend the hearing scheduled for April 28, 2022, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina. You should attend this hearing if you file an objection.

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

This the 7th day of April, 2022.

RAYBURN COOPER & DURHAM, P.A.

/s/ John R. Miller, Jr.
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ATTORNEYS FOR DEBTORS