

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

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In re	:	Chapter 11
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ALDRICH PUMP LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 20-____ (___)
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Debtors.	:	(Joint Administration Requested)
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	:	
ALDRICH PUMP LLC and MURRAY	:	
BOILER LLC,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Adv. Pro. No. 20-____ (___)
	:	
THOSE PARTIES TO ACTIONS LISTED	:	
ON APPENDIX A TO COMPLAINT and	:	
JOHN AND JANE DOES 1-1000,	:	
	:	
Defendants.	:	
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**DECLARATION OF ALLAN TANANBAUM IN SUPPORT OF DEBTORS' COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF, RELATED MOTIONS, AND THE CHAPTER 11 CASES**

Allan Tananbaum, being first duly sworn, deposes and states as follows:

1. I am the Chief Legal Officer of Aldrich Pump LLC, a North Carolina limited liability company ("Aldrich") and Murray Boiler LLC, a North Carolina limited liability company ("Murray"). Aldrich and Murray are the debtors and debtors in possession in the above-captioned chapter 11 cases (together, the "Debtors") and the plaintiffs in the

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



above-captioned adversary proceeding. I have been the Chief Legal Officer for each of the Debtors since their formation on May 1, 2020.

2. I am employed by Trane Technologies Company LLC ("New Trane Technologies"). I have been seconded full-time from New Trane Technologies to the Debtors. During my secondment, I effectively serve as a full time employee of the Debtors, taking direction from their respective officers and board of managers.

3. Since April 2020, I have been Vice President and Deputy General Counsel for Product Litigation to the former Trane Technologies Company LLC, successor by merger to Ingersoll-Rand Company (a former New Jersey corporation) ("Old IRNJ"). From February 2010 to April 2020, I was the Vice President, Compliance and Deputy General Counsel to Old IRNJ, and during part of this period, I also held the role of Vice President and Deputy General Counsel for Litigation at Old IRNJ. From June 2008 to February 2010, I was the Deputy General Counsel (and later during that same period, Vice President and Deputy General Counsel) for Litigation at Old IRNJ. From January 2005 to June 2008, I headed the Litigation function in the Legal Department of Trane Inc.—the parent company of the former Trane U.S. Inc. ("Old Trane")—which was acquired by the former parent company of Old IRNJ in June 2008.

4. I earned a bachelor's of arts degree from Brown University in 1984. I received my Juris Doctorate degree from Columbia University School of Law in 1989. Following a judicial clerkship, I entered private practice until 1994, and then served as an Assistant U.S. Attorney in the U.S. Attorney's Office for the District of New Jersey from 1994 until 2001.

5. During my career at Old Trane and Old IRNJ, or affiliates thereof, one of my primary responsibilities has been to manage asbestos-related personal injury litigation

pending in jurisdictions throughout the United States against Old Trane, Old IRNJ, and certain companies acquired by these entities.

6. As the Chief Legal Officer of each of the Debtors, I am responsible for overseeing the defense and resolution of asbestos-related litigation involving the Debtors. I have experience with and knowledge of the asbestos-related claims that have been or could have been asserted against the Debtors, Old IRNJ, or Old Trane (collectively, the "Aldrich/Murray Asbestos Claims").<sup>2</sup>

7. On the date hereof (the "Petition Date"), the Debtors filed voluntary petitions with this Court for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), as well as certain motions and other pleadings (the "First Day Pleadings") in their chapter 11 cases (the "Chapter 11 Cases"), and commenced the above-captioned adversary proceeding by filing a complaint and certain related motions (collectively, the "Adversary Pleadings"). In addition to the First Day Pleadings and the Adversary Pleadings, the Debtors have filed the *Informational Brief of Aldrich Pump LLC and Murray Boiler LLC* (the "Informational Brief") in the Chapter 11 Cases to provide additional information about their asbestos litigation, related costs, and plans to address these matters in the Chapter 11 Cases.

8. I submit this Declaration in support of the relief requested in the Chapter 11 Cases and in the Adversary Pleadings, in particular, (a) the *Complaint for Injunctive and Declaratory Relief (I) Preliminarily Enjoining Certain Actions Against Non-Debtors, or*

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<sup>2</sup> Aldrich/Murray Asbestos Claims include all asbestos personal injury claims and other asbestos-related claims allocated to, respectively, Aldrich from Old IRNJ or Murray from Old Trane in the documents implementing the 2020 Corporate Restructuring (as defined below). The Aldrich/Murray Asbestos Claims do not include asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes and similar laws.

*(II) Declaring That the Automatic Stay Applies to Such Actions, and (III) Granting a Temporary Restraining Order Pending a Final Hearing (the "Complaint") and (b) the Motion of the Debtors for an Order (I) Preliminarily Enjoining Certain Actions Against Non Debtors, or (II) Declaring that the Automatic Stay Applies to Such Actions, and (III) Granting a Temporary Restraining Order Pending a Final Hearing (the "Injunction Motion").<sup>3</sup>* I have reviewed each of the Adversary Pleadings, and it is my belief and opinion that the relief sought is necessary to (x) avoid immediate and irreparable harm to the Debtors, (y) enable the Debtors to achieve the purpose for which they commenced the Chapter 11 Cases, and (z) maximize and preserve the value of the Debtors' chapter 11 estates.

9. The facts and statements set forth in this Declaration are based on: (a) my personal knowledge; (b) information supplied to me by other members of management, professionals, and employees; (c) my review of relevant documents; and (d) my opinion based upon my experience and knowledge regarding Old IRNJ, Old Trane, the Debtors, and the Aldrich/Murray Asbestos Claims. If called upon to testify orally, I could and would testify to the facts and opinions set forth in this declaration.

**Summary of the Debtors' Relevant Corporate and Product History**

10. The Debtors<sup>4</sup> did not mine or use asbestos in manufacturing products. Rather, the Debtors made industrial equipment that, in some instances, incorporated certain asbestos-containing components manufactured and designed by third parties.

11. Aldrich's historical operations date back to 1905. Aldrich created or acquired certain entities that manufactured, sold, or distributed products—primarily pumps and

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<sup>3</sup> Capitalized terms not defined herein have the meanings given to them in the Injunction Motion.

<sup>4</sup> When discussing historical matters preceding the 2020 Corporate Restructuring (as defined below), the terms "Aldrich," "Murray," and "the Debtors" refer to the Debtors herein and their historical predecessors.

compressors—that in some cases incorporated asbestos-containing component parts manufactured and designed by third parties. The principal brand names involved in the asbestos claims brought against Aldrich include Cameron Steam Pump ("Cameron Pump"), acquired in the early 1900s, the Aldrich Pump Company, acquired in 1961, and Ingersoll-Rand Company.

12. Asbestos-related claims brought against Aldrich have most commonly alleged exposure to asbestos from sealing products (*i.e.*, gaskets and, to a lesser degree, packing) used in pumps and compressors located on U.S. Navy ships or in industrial facilities or other commercial buildings. Aldrich manufactured a variety of pumps, from large boiler feed pumps to smaller motor pumps, as well as reciprocating, centrifugal, and rotary compressors. In its defense of claims involving these pumps and compressors, Aldrich generally shows that, in substantially all cases, any asbestos used in sealing product components incorporated into Aldrich equipment was the chrysotile form of asbestos and that it was non-friable. Aldrich also typically establishes that these components were fixed between metal surfaces and were generally inaccessible outside of removal and replacement. As disclosed in discovery, Aldrich's operations generally eliminated the use of asbestos-containing products by the mid-1980s.

13. Two separate corporate histories—historic Murray and American Standard, Inc. ("American Standard")—are relevant to debtor Murray's historical asbestos liabilities.

14. Murray's operations date back to 1913. Its principal business was the design and manufacture of climate control, or HVAC, equipment. Some of this HVAC and related equipment included asbestos-containing internal component parts—primarily gaskets—manufactured and designed by third parties. The vast majority of claims asserted against historic Murray allege exposure to asbestos-containing gaskets in connection with servicing commercial

and industrial HVAC compressors and related equipment. Murray defends these cases, in part, by demonstrating that gaskets incorporated into this HVAC equipment were contained within the unit and that to the extent these gaskets contained asbestos, it typically was chrysotile and bound in a matrix. Many historic Murray operations that once incorporated asbestos-containing products were either shut down or sold, or largely eliminated the use of asbestos-containing sealing products, during the 1970s and 1980s.

15. In 1984, Murray merged with American Standard, which traced its roots back to the 1890s. For most of its history, American Standard's primary business included the manufacture and sale of hydronics equipment, such as boilers and ancillary products, certain of which incorporated asbestos-containing component parts purchased from third parties. Most of Murray's asbestos litigation spending has related to various brands of American Standard boilers. Lawsuits involving these boilers often contend that American Standard incorporated certain asbestos-containing sealing products (*e.g.*, gaskets) as internal components or that some of these boilers, from before the mid-1950s, were insulated externally with standard asbestos-containing insulation of that time period. Murray defends these suits, in part, by arguing that American Standard did not participate in the design or manufacture of any of these asbestos-containing products and that internal components were contained within the equipment unit and generally inaccessible during day-to-day use. Further, where internal components contained asbestos, the asbestos typically was chrysotile and bound in a matrix. As outlined in discovery in the tort cases, American Standard no longer made boilers as of the mid-1970s.

#### **Asbestos Litigation Against the Debtors**

16. The Debtors' involvement in asbestos litigation began after the 1982 bankruptcy of Johns-Manville, the largest asbestos company in the world. Aldrich and Murray were served with their first asbestos complaints in 1983 and 1986, respectively. Until the early

2000s, the Debtors were not material asbestos defendants. The primary payors of mesothelioma claims were the miners, sellers, and manufacturers of asbestos and asbestos-containing products, particularly the "big dusty" thermal insulation manufacturers. These defendants reportedly paid hundreds of millions of dollars a year to resolve mesothelioma and other asbestos claims against them in the tort system. By contrast, Aldrich and Murray paid approximately \$2.5 million and \$1 million, respectively, to settle mesothelioma claims in the tort system from the mid-1980s through 2000. During this time, Aldrich and Murray were dismissed without payment or resolved over 100,000 non-malignant claims, with an average cost of less than \$400 per claim.

17. Beginning in 2000, however, the bulk of the remaining primary defendants initiated bankruptcy filings, an event known in the industry as the "Bankruptcy Wave." These bankruptcies precipitated dozens of others. Almost all of the primary defendants that had been miners or manufacturers of asbestos-containing products eventually filed for bankruptcy protection. As those mounting bankruptcies removed the primary defendants from the tort system, the Debtors saw a swift and significant spike in their defense and indemnity costs. Those costs would not recede.

18. Mesothelioma claims were the largest driver of these increased costs. After the primary defendants exited the tort system, there was a substantial increase in both the number of mesothelioma claims asserted against the Debtors and the cost to resolve them. Between 2001 and 2002, mesothelioma claims against both Aldrich and Murray more than doubled. In 2002, approximately 2,000 mesothelioma claims were asserted against the Debtors. By the late 2000s, that number had jumped to over 2,500 mesothelioma claims annually. In 2019, Aldrich was pursued in roughly 80% and Murray was pursued in almost 60% of all mesothelioma claims estimated to have been made in the United States.

19. By 2004, Aldrich's and Murray's payments on account of mesothelioma claims were running approximately \$30 million and \$15 million per year, respectively. Over the last four years, Aldrich and Murray paid on average, approximately \$40 million and \$20 million per year, respectively, to resolve the mesothelioma claims. The Debtors pay more than 80% of all settlement dollars on account of mesothelioma claims. These yearly amounts are over 15 times what the Debtors paid during the entire, roughly 15 year period prior to the Bankruptcy Wave.

### **The Costs and Burdens of Defending Asbestos Claims**

20. Given the substantial number of new claims filed every year against the Debtors, litigating each of the asbestos claims individually to trial is not feasible. The Debtors are named in approximately 2,500 mesothelioma claims every year. This number essentially doubles to 5,000 claims per year when you include claims involving lung cancer and other diseases. Currently, the Debtors remain defendants in over 8,200 mesothelioma claims. That is in addition to approximately 90,000 non-mesothelioma claims pending on various dockets in courts around the country.<sup>5</sup>

21. To defend this volume of claims, the Debtors engage the services of over thirty outside defense firms who then employ, among other service providers, a large team of attorneys, legal assistants, support staff, testifying experts, consulting experts, investigators, court reporters, and document management firms. In total, Aldrich and Murray have paid almost

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<sup>5</sup> In addition to the above, there are approximately 39,000 claims that are either on formal inactive dockets created in some jurisdictions or have been designated as inactive by counsel.

\$2 billion in asbestos-related indemnity and defense costs (over \$1.3 billion in indemnity and nearly \$600 million in defense costs) since the inception of the litigation against them.<sup>6</sup>

22. Given the high cost of litigating literally thousands of claims, the most cost-effective approach for the Debtors has been to settle cases that cannot be quickly dismissed. The Debtors paid more than \$250,000 in roughly 1% of mesothelioma cases where they have been named. Contrasted with the potential \$1 million it may cost to defend a case through trial, these settlements represent the Debtors' most cost-effective option in the tort system. Despite their efforts to resolve claims in a cost-efficient manner, the Debtors are still paying nearly \$100 million annually (roughly \$70 million in indemnity payments and \$25 million in defense costs) to defend and resolve asbestos suits filed against them.

23. Even though substantially all asbestos products have been removed from the market for decades, the expected decline in new mesothelioma lawsuits has not occurred. With new claims projected for years to come, the Debtors, absent some change, are likely to be mired in this system into a seventh decade.

### **The Aldrich/Murray Asbestos Claims**

24. The Debtors became solely responsible for the Aldrich/Murray Asbestos Claims pursuant to corporate restructurings that Old IRNJ and Old Trane each completed on May 1, 2020 (together, the "2020 Corporate Restructuring"), which is described in greater detail in the *Declaration of Ray Pittard in Support of First Day Pleadings* (the "First Day Declaration") filed contemporaneously in the Chapter 11 Cases.

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<sup>6</sup> Some of these amounts are reimbursed to the Debtors under various insurance arrangements. Recently, on average, only approximately half of the Debtors' indemnity and defense costs are reimbursed by insurance.

25. The Injunction Motion seeks to stay the prosecution of Aldrich/Murray Asbestos Claims against the Protected Parties. The Protected Parties include: (a) Old IRNJ; (b) Old Trane; (c) the Debtors' non-debtor affiliates set forth on Appendix B to the Complaint (the "Non-Debtor Affiliates"), including, without limitation, New Trane Technologies and Trane U.S. Inc. ("New Trane"); (d) entities that are not affiliates of the Debtors set forth on Appendix B to the Complaint, whom Aldrich or Murray contractually has indemnified or for whose asbestos-related liabilities Aldrich or Murray otherwise is responsible (the "Indemnified Parties"); and (e) insurance entities set forth on Appendix B to the Complaint, who have or have had insurance related agreements, or rights thereunder, with Aldrich or Murray for asbestos-related liabilities (the "Insurers").

26. As explained below, Aldrich/Murray Asbestos Claims filed and prosecuted against the Protected Parties would be the same claims that have been asserted or may be asserted against the respective Debtors. They involve the same plaintiffs, the same products, the same time periods, and the same liability and damage allegations.

### **The Indemnified Parties**

27. The Indemnified Parties are entities that Aldrich or Murray have indemnified contractually for any liability on account of the Aldrich/Murray Asbestos Claims or with respect to which Aldrich or Murray otherwise has agreed to be responsible for any such liability. Aldrich and Murray were allocated their respective indemnification and related obligations in the 2020 Corporate Restructuring.

28. The majority of the litigation against the Indemnified Parties on account of Aldrich/Murray Asbestos Claims results from transactions involving two joint ventures Ingersoll-Dresser Pump Company ("IDP") and Dresser-Rand Company ("Dresser-Rand"). These joint ventures were formed in 1992 and 1986, respectively, and were sold by Aldrich in 2000 and

2004, respectively. In December 1999, Aldrich acquired 100% ownership of IDP and, in February 2000, Aldrich sold IDP to third parties Flowserve Corporation and Flowserve Red Corporation (together, "Flowserve"). As part of that transaction (the "Flowserve Transaction"), Aldrich indemnified Flowserve, its affiliates (including IDP), and various related parties, for any liability on account of Aldrich/Murray Asbestos Claims arising from product lines or businesses of IDP before the closing of the Flowserve Transaction.

29. Dresser-Rand was a partnership formed between Aldrich and Dresser on December 31, 1986. In December 1999, Aldrich or affiliates acquired 100% ownership of Dresser-Rand, and in August 2004, Aldrich and its then-parent company sold their interests in Dresser-Rand to third party FRC Acquisitions LLC ("FRC"). As part of that transaction (the "FRC Transaction"), Aldrich indemnified FRC, its affiliates (including Dresser-Rand), and various related parties, for any liability on account of Aldrich/Murray Asbestos Claims arising from product lines or businesses of Dresser-Rand before the closing of the FRC Transaction.

30. In the 2020 Corporate Restructuring, Aldrich and Murray were allocated various other contractual indemnities and obligations to additional transaction counterparties, together with affiliated parties, for liability arising from Aldrich/Murray Asbestos Claims as a result of transactions in addition to those described above. Such counterparties and related parties are listed as Protected Parties on Appendix B to the Complaint. The number of Aldrich/Murray Asbestos Claims historically tendered by such parties, however, is substantially less than the Aldrich/Murray Asbestos Claims tendered as a result of indemnities provided in connection with the Flowserve Transaction and FRC Transaction.

### **The Insurers**

31. The Insurers provide, or have provided, insurance to either of the Debtors covering Aldrich/Murray Asbestos Claims. Over the years, the resolution of coverage claims

and litigation thereon have resulted in certain reimbursement payments to Aldrich and Murray for defense and indemnity costs incurred in respect of Aldrich/Murray Asbestos Claims. That resolution also has left both Debtors with certain contractual indemnity obligations owed to their respective Insurers.

**The Debtors' Need for the Requested Injunctive and Declaratory Relief**

32. As discussed in more detail in the First Day Declaration and the Informational Brief, the Debtors commenced the Chapter 11 Cases to resolve, finally and fairly, all current and future Aldrich/Murray Asbestos Claims and intend to pursue a plan of reorganization that includes the establishment of a section 524(g) trust. The relief sought by this adversary proceeding—injunctive and declaratory relief prohibiting present and future claimants from commencing or continuing prosecution of Aldrich/Murray Asbestos Claims against the Protected Parties—is critical to the Debtors' ability to achieve that purpose.

33. Permitting current and future asbestos claimants (the Defendants in this adversary proceeding) to continue or commence Aldrich/Murray Asbestos Claims against the Protected Parties while the Debtors simultaneously work to resolve the same claims in their Chapter 11 Cases would: (a) defeat the purpose of the Debtors' bankruptcy cases; (b) result in irreparable harm to the Debtors' estates; (c) undermine and circumvent what I understand are the purposes and spirit of the automatic stay; and (d) divert the Debtors from their reorganization efforts.

34. Since New Trane Technologies' and New Trane's formation on May 1, 2020, Defendants have asserted approximately 65 Aldrich/Murray Asbestos Claims against New Trane Technologies or New Trane and, in some cases, other Protected Parties. In certain of these cases, Defendants have sought to recover on Aldrich/Murray Asbestos Claims against New Trane Technologies or New Trane by attacking the 2020 Corporate Restructuring as a fraudulent

conveyance. At least two actions to recover on Aldrich/Murray Asbestos Claims have been asserted against a Protected Party alleging alter ego claims.

35. Given this experience to date, absent (a) an injunction or a declaration that enjoins the filing or continued prosecution of Aldrich/Murray Asbestos Claims against the Protected Parties and (b) the immediate entry of an order temporarily restraining such filing or continued prosecution, I believe the following actions will increasingly occur:

- (a) Many Defendants who already have asserted Aldrich/Murray Asbestos Claims against the Protected Parties will attempt to continue prosecuting such claims against the Protected Parties outside of the Chapter 11 Cases;
- (b) Many Defendants who have sued only the Debtors will seek to amend their complaints to name one or more of the Protected Parties;
- (c) Many Defendants will seek to amend their complaints to add new causes of action against the Protected Parties; and
- (d) Defendants John and Jane Does 1-1000 will file Aldrich/Murray Asbestos Claims against the Protected Parties, but not the Debtors.

36. The Debtors have the ability to fully fund a section 524(g) trust and the administrative costs of their Chapter 11 Cases. The Debtors' aggregate value (not including insurance assets) is approximately \$70-\$75 million, not including additional cash amounts above minimum thresholds, which additional cash amounts as of the Petition Date were approximately \$3-\$5 million, and, to the extent their assets, including insurance, are insufficient, they have access to additional uncapped funds through the Funding Agreements (as defined in the First Day Declaration).

37. Continued prosecution of the Aldrich/Murray Asbestos Claims against the Protected Parties in the tort system would irreparably harm the Debtors. First, the Debtors have various indemnification obligations to the Protected Parties. In particular, the respective Debtors

have (a) contractual obligations to indemnify the Non-Debtor Affiliates if those companies are held liable for Aldrich/Murray Asbestos Claims; (b) contractual obligations to indemnify the Insurers in certain circumstances; and (c) contractual indemnification obligations with, or other obligations to, the Indemnified Parties relating to products formerly sold by or otherwise associated with the Debtors. These indemnification obligations and insurance render the Debtors the real-party defendant in any suit against a Protected Party.

38. Additionally, if allowed to pursue the Aldrich/Murray Asbestos Claims against the Protected Parties, the Defendants would litigate the same key facts—involving the same products, the same time periods, and the same alleged injuries—related to the asbestos liabilities of Old IRNJ and Old Trane that are at issue with respect to the Debtors. Any rulings or findings regarding the Aldrich/Murray Asbestos Claims asserted against the Protected Parties could bind the Debtors with respect to those same claims. The Debtors could not stand by as liability is potentially established against them in collateral proceedings. Rather, the Debtors would be required to actively participate and defend the litigation, even as they attempt to resolve the very same claims in this proceeding. Beyond the potential consequences of collateral estoppel and *res judicata*, litigation of the Aldrich/Murray Asbestos Claims against the Protected Parties will allow Defendants to attempt to use statements, testimony, and other evidence generated in those proceedings to try to establish Aldrich/Murray Asbestos Claims against the Debtors.

39. To protect against these harms, the Debtors would be compelled to participate in the defense of Aldrich/Murray Asbestos Claims brought against the Protected Parties. Participation would include formulating defense strategies, attending depositions, reviewing documents, preparing witnesses, and engaging in any number of other litigation

related tasks. Because the Debtors are in possession or control of documents and other materials relating to the Aldrich/Murray Asbestos Claims, the Debtors would be called upon to produce such documents.

40. Personnel who I expect will play key roles in the Debtors' reorganization, including myself, would be required to spend substantial time managing and directing the activities involved in the day to day defense of these lawsuits. I anticipate these activities would consume my and possibly others' time during the pendency of the Chapter 11 Cases if the litigation is not stayed as to all Protected Parties. Thus, permitting asbestos litigation against the Debtors to continue through tort suits against the Protected Parties outside of this Court would divert me and possibly the Debtors' other personnel from pursuing the reorganization process, impair the Debtors' ability to effectively pursue a plan of reorganization pursuant to section 524(g) of the Bankruptcy Code, and effectively deprive the Debtors of the "breathing spell" that I understand is afforded by the automatic stay.

41. Plaintiffs in asbestos-related tort suits typically name multiple parties as defendants. Such tort suits will continue against the remaining defendants even if litigation of the Aldrich/Murray Asbestos Claims is enjoined or stayed as to the Debtors and the Protected Parties.

42. The Debtors' data indicate that many of the asbestos-related claims pending against Aldrich and Murray have been pending for substantial periods of time. As of the Petition Date, nearly 80% of the Debtors' approximately 100,000 asbestos claims had been filed more than 10 years ago, resulting in claims remaining open in the tort system for years or even decades.

**The Debtors' Need for Limited Notice to the Defendants  
in Relation to the Issuance of a Temporary Restraining Order**

43. Absent immediate injunctive relief through a temporary restraining order, I expect that claims against the Protected Parties, by existing and new asbestos claimants alike, are likely to increase after the commencement of the Chapter 11 Cases and imposition of the automatic stay. As more cases are filed, the risks to, and the burden on, the Debtors will grow. The Debtors require immediate injunctive relief to prevent the significant harm to their estates that would be caused by continued litigation of the Aldrich/Murray Asbestos Claims outside of the Chapter 11 Cases.

44. The Debtors are requesting a temporary restraining order on limited notice because they cannot realistically provide effective notice to the many named plaintiffs who have sued or may sue the Protected Parties in the short period of time in which this Court's action is needed. Moreover, notice of the Chapter 11 Cases, the Injunction Motion, and the other Adversary Pleadings may themselves precipitate the very rush-to-the-courthouse that a temporary restraining order is necessary to prevent. Further, Defendants John and Jane Does 1-1000 are putative plaintiffs for future asbestos actions against the Protected Parties. Nonetheless, the Debtors will provide notice of the Adversary Pleadings via e-mail, facsimile, hand delivery or overnight carrier as soon as practicable to counsel for the known Defendants in their respective underlying asbestos lawsuits.

45. The Debtors also have requested special procedures to serve the Complaint, the related summons, and the other Adversary Pleadings on the Defendants in care of their counsel of record (collectively, the "Asbestos Firms"). As further described below, serving the Asbestos Firms will continue the Debtors' past practice of communicating directly with counsel to asbestos plaintiffs, rather than with the plaintiffs directly, and will avoid the confusion

that undoubtedly would arise from sending notices directly to the asbestos claimants. Further, to the extent the Debtors have or are able to obtain address information for each of the thousands of known Defendants, that information is likely to be outdated and/or unreliable. By contrast, for any pending lawsuit that has had activity in the last decade, the Debtors almost certainly will have current addresses for the Asbestos Firms. Accordingly, serving the Adversary Pleadings in accordance with the service procedures proposed in the *Motion of the Debtors for Approval of Service Procedures for Summons, Complaint, and Other Pleadings* will be more efficient and reliable than serving Defendants directly.

### **First Day Pleadings**

46. On the Petition Date, the Debtors filed First Day Pleadings requesting various forms of relief, including (a) the *Motion of the Debtors for an Order: (I) Authorizing the Filing of (A) Consolidated Master List of Creditors and (B) Consolidated List of 20 Law Firms With Significant Asbestos Cases Against the Debtors in Lieu of the Lists of 20 Largest Unsecured Creditors; (II) Approving Certain Notice Procedures for Asbestos Claimants; and (III) Approving the Form and Manner of Notice of Commencement of These Cases* (the "First Day Motion") and (b) the *Application of the Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants as Claims, Noticing, and Ballot Agent* (the "KCC Retention Application").<sup>7</sup>

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<sup>7</sup> Capitalized terms used below and not otherwise defined herein have the meanings given to them in the First Day Motion or the KCC Retention Application, as applicable. Certain of the other First Day Pleadings are discussed in the First Day Declaration.

***Consolidated Master List of Creditors, Consolidated List of 20 Law Firms With Significant Asbestos Cases Against the Debtors in Lieu of the List of the 20 Largest Unsecured Creditors, and Notice Procedures for Asbestos Claimants***

47. Given the affiliated nature of the Debtors and the fact that the primary creditors of each Debtor are asbestos personal injury claimants represented by a largely overlapping group of plaintiff's counsel, the Debtors will seek authority to file a list identifying their creditors and other parties in interest on a consolidated basis. Requiring the Debtors to provide two separate Debtor-specific creditor matrices would create unnecessary administrative inefficiency and result in duplicate mailings.

48. I understand that any Top 20 List primarily would be used by the Bankruptcy Administrator to understand the types and amounts of unsecured claims against the Debtors and thus evaluate prospective candidates to serve on an official committee in the Debtors' cases. I further understand that, in these Chapter 11 Cases, where the overwhelming majority of the Debtors' creditors are asbestos claimants, an Asbestos Committee is expected to be appointed and a separate general unsecured creditors' committee is not expected to be formed. Because an Asbestos Committee typically consists of asbestos plaintiff law firms acting on behalf of individual asbestos-related claimants, the Debtors seek authority to file and provide the Bankruptcy Administrator with a consolidated list of 20 law firms with significant representations of parties with asbestos claims against the Debtors (the "Top Asbestos Counsel List"), in lieu of lists of the creditors that hold the 20 largest unsecured claims against each Debtor.

49. The Top Asbestos Counsel List consists of the 20 law firms representing the largest number of claimants in asbestos lawsuits in which the Debtors are defendants according to the Debtors' records. Collectively, the law firms on the Top Asbestos Counsel List represent claimants in over 80% of those lawsuits. These law firms represent claimants across

the various types of alleged harms asserted by asbestos claimants. In addition, 16 of the 20 law firms that represent the most asbestos claimants in lawsuits against Aldrich, and 17 of the 20 law firms that represent the most asbestos claimants in lawsuits against Murray, appear on the Top Asbestos Counsel List. Moreover, recent filing data reflects ongoing overlap in claims asserted against both Debtors. That is, according to the Debtors' records, over 80% of the asbestos claims asserted against Murray in the last two calendar years also named Aldrich. Finally, in light of the unliquidated and disputed nature of the asbestos personal injury claims against the Debtors, and the limited information available in regard to many of those claims, it is impossible to determine which claims are the largest. Accordingly, the Debtors believe that the Top Asbestos Counsel List will provide the Bankruptcy Administrator with the information necessary to evaluate and form an Asbestos Committee representative of the claimants of each of the Debtors in these Chapter 11 Cases.

50. The Debtors also will seek Court approval for certain notice procedures relating to Asbestos Claimants in the Chapter 11 Cases, including to (a) serve all notices, mailings, filed documents, and other communications relating to their Chapter 11 Cases on Asbestos Claimants in care of their counsel at such counsel's address, as further described in the Motion; and (b) list the names, addresses, and other contact information, as applicable, of the Asbestos Firms in any creditor or service lists, including the creditor matrix provided to the Court or filed in these cases, in lieu of listing the contact information of individual Asbestos Claimants. To date, the Debtors have communicated solely with the Asbestos Firms regarding the Debtors' asbestos claims. The Debtors in many cases cannot be sure that they have the current addresses for the Asbestos Claimants, but, for any pending lawsuit that has had activity in the last decade, the Debtors almost certainly will have current addresses for the Asbestos

Firms. Further, I understand that, consistent with the rules of professional conduct, communicating with an adversary in litigation generally is conducted through counsel.

The Debtors therefore believe that providing notice to Asbestos Claimants through the Asbestos Firms, in accordance with past practice, is much more reliable and consistent with the rules of professional conduct.

51. The Debtors believe that the notice procedures proposed in the First Day Motion provide for an effective and appropriate noticing process for the Asbestos Claimants. Further, implementing the proposed notice procedures would alleviate the administrative burden and expense of gathering current contact information for each of the Asbestos Claimants, which, in many cases, is not readily available or is difficult to verify. The Debtors have access to the current names and addresses of virtually all counsel for the Asbestos Claimants (including counsel of record in pending lawsuits), but the names and addresses of a significant number of individual Asbestos Claimants themselves are not readily available. It would be extremely burdensome, costly, and time-consuming for the Debtors to attempt to obtain this information. In addition, any contact information for the individual Asbestos Claimants the Debtors have or are able to obtain may be outdated and unreliable. Consequently, providing notice in these Chapter 11 Cases in accordance with the Notice Procedures will be more efficient and reliable than providing notice to the individual Asbestos Claimants directly.

52. For all the reasons set forth above, it is my view that the relief sought in the Adversary Pleadings and the First Day Motion is critical to the Debtors' ability to proceed with and achieve the purpose for which they commenced their Chapter 11 Cases.

***Appointment of Claims, Noticing, and Ballot Agent***

53. Pursuant to the KCC Retention Application, the Debtors will seek the entry of an order appointing Kurtzman Carson Consultants LLC ("KCC") as claims, noticing,

and ballot agent in these Chapter 11 Cases. I understand that KCC may, among other things:

(a) prepare and serve all notices required in these Chapter 11 Cases, including the notice of the commencement of these cases and the meeting of creditors pursuant to section 341 of the Bankruptcy Code; (b) maintain the official claims register for each Debtor; and (c) assist with the mailing and tabulation of ballots in connection with any vote to accept or reject any plan or plans proposed in these Chapter 11 Cases. The Debtors believe that the retention of KCC as the claims, noticing, and ballot agent in these Chapter 11 Cases is in the best interests of the Debtors, their estates, and parties in interest. The Debtors further believe that KCC's rates are competitive and reasonable given KCC's quality of services and expertise.

I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

EXECUTED on this 18th day of June, 2020.

/s/ Allan Tananbaum  
Allan Tananbaum