



J. Craig Whitley
United States Bankruptcy Judge

**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)

**ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS LLC AS CLAIMS, NOTICING, AND BALLOT AGENT**

This matter coming before the Court on the *Application of the Debtors for an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Ballot Agent* [Dkt. 6] (the "Application"),² filed by the debtors and debtors in possession in the above-captioned cases (together, the "Debtors"); the Court having reviewed the Application and the terms set forth in the Services Agreement attached to the Application as Exhibit A; the Court having reviewed the Agent Declaration and the First Day Declarations; 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 Capitalized terms not otherwise defined herein have the meanings given to them in the Application.



Court having considered the statements of counsel with respect to the Application at a hearing before the Court (the "Hearing"); the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409, (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (d) notice of the Application and the Hearing was sufficient under the circumstances and no other or further notice is required; it appearing that receiving, docketing, and maintaining proofs of claim would be unduly time consuming and burdensome for the Clerk's Office; the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim and related claims, noticing, and ballot services; the Court being satisfied that KCC does not hold an interest adverse to the Debtors or their estates respecting the matters upon which it is to be engaged; it appearing that the employment of KCC as claims, noticing, and ballot agent is in the best interests of the Debtors, their estates, and parties in interest; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. The Debtors are authorized to retain and employ KCC as their Agent in these Chapter 11 Cases, in accordance with 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2002, on the terms and conditions set forth in the Application and the Services Agreement, as of the Petition Date.
3. KCC, as the Agent, is directed to perform noticing and balloting services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these cases (if any), and all related tasks, all as described in the Application.

4. KCC is authorized to and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim (if necessary).

5. The Debtors are authorized to compensate KCC in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

6. KCC shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred and serve monthly invoices on (a) the Debtors, (b) counsel for the Debtors, and (c) the Bankruptcy Administrator.

7. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

8. KCC may hold the Retainer until the termination of the Services Agreement, as security for the Debtors' payment obligations under the Services Agreement.

9. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

10. The Debtors shall indemnify KCC under the terms of the Services Agreement, as modified pursuant to this Order.

11. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided

under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are separately approved by the Court.

12. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that: (a) involves (i) circumstances resulting solely from KCC's gross negligence, willful misconduct, fraud, or bad faith or (ii) indirect, special, or consequential damages; (b) is for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) is settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.

13. If KCC is unable to provide the services set out in this Order, KCC will immediately notify the Clerk's Office and the Debtors' attorneys and, upon approval of the Court, cause all original proofs of claim and computer information to be turned over to another claims, noticing, and ballot agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

14. Except as ordered by the Court pursuant to section 107 of the Bankruptcy Code, all papers, dockets, or other material filed in this case with KCC shall be deemed public records open to examination by any entity at reasonable times without charge. KCC may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

15. KCC shall not cease providing claims processing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

17. Pursuant to Local Bankruptcy Rule 9013-1(f), any party shall be entitled to request that the Court reconsider entry of this Order by filing a motion for reconsideration within 14 days of service of this Order.

18. The Debtors and KCC are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

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

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

United States Bankruptcy Court