

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re: CROWN BOILER CO., LLC Debtor.	Case No. 26-20515 Chapter 11
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, Movants, v. NO RESPONDENTS.	Related to Docket No: 55 Hearing Date: July 15, 2026 @ 10:00 a.m. Response Deadline: June 28, 2026

AMENDED MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER EXEMPTING ASBESTOS-RELATED PERSONAL INJURY AND WRONGFUL DEATH CLAIMANTS FROM THE GENERAL BAR DATE

The Official Committee of Unsecured Creditors (the "Committee"), appointed in the above-captioned Chapter 11 case of Crown Boiler Co., LLC (the "Debtor"), by and through its undersigned counsel, respectfully requests that this Court enter an order exempting current and future asbestos-related personal injury and wrongful death claimants from the general bar date established in this case. In support thereof, the Committee respectfully represents:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Amended Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (B).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

RELEVANT BACKGROUND

3. On February 25, 2026, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

4. The Debtor historically manufactured residential and commercial heating equipment containing asbestos, resulting in extensive legacy tort liabilities.

5. The vast majority of the Debtor's unsecured creditors hold personal injury or wrongful death claims related to asbestos exposure ("Asbestos Claims")¹ caused by the Debtor's historical manufacturing, distribution, and/or sale of products containing asbestos.

¹ For purposes of this Amended Motion, "Asbestos Claim" means any Claim (as defined in section 101(5) of the Bankruptcy Code) or any debt, liability, or obligation of the Debtor, whether now existing or hereafter arising, whether known or unknown, whether arising in tort or under contract, warranty, restitution, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity, or admiralty, arising out of, resulting from, or attributable to, directly or indirectly, any manner of alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries or harms (whether physical, emotional, or otherwise and whether or not diagnosable or manifested before or after the close of the Chapter 11 Case), caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos or asbestos-containing products or other asbestos-containing materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other Person for whose conduct the Debtor (i) has liability or (ii) is alleged to have liability by reason of the Debtor's direct or indirect ownership or control of, conduct of business, or any transaction with such Person, whether seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs, fees, injunctive or similar relief or any other measure of damages. Asbestos Claims include (a) any Claims that have been resolved or are subject to resolution pursuant to any agreement and Claims that are based on a judgment or verdict, and (b) Claims of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor for contribution, reimbursement, subrogation, indemnity, or any other derivative Claims, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction). Notwithstanding the foregoing, the term Asbestos Claim shall not include (i) any "demand" as such term is defined in section 524(g)(5) of the Bankruptcy Code, (ii) any Claim that is an obligation of the Debtor to make payments to their general trade creditors or commercial debtholders, (iii) any Claim that arises under a workers compensation act or a self-insured health plan, (iv) and Claim that is an obligation to refund the purchase price of, or to repair or replace, products regularly sold in the ordinary course a trade or business, or (v) any other excluded liability under Treasury Regulation § 1.468B-1(g).

6. The Debtor has acknowledged the existence of “about 434 open [Asbestos Claims] against the company” as of the Petition Date. *See Affidavit of Nick Ribich in Support of Complex Chapter 11 Designation and First Day Motions* [Dkt. 50].

7. A *Notice of Designation as Complex Case* was filed on March 12, 2026 at Docket 47.

8. On March 16, 2026 the bankruptcy clerk’s office entered a Notice of Chapter 11 Bankruptcy Case (the “Bankruptcy Case Notice”). As is the standard practice for chapter 11 cases that are not designated as complex cases, the Bankruptcy Case Notice set a deadline for filing proofs of claim for all creditors (except a governmental unit) of July 20, 2026 (the “General Bar Date”).

9. On April 1, 2026, the Office of the United States Trustee appointed the Committee pursuant to 11 U.S.C. § 1102(a)(1) to represent the interests of all unsecured creditors. Each of the claimants appointed to the Committee holds an Asbestos Claim.

10. Asbestos-related diseases, including mesothelioma, asbestosis, and lung cancer, possess an exceptionally long latency period, frequently spanning 20 to 50 years between exposure and clinical manifestation. As a result, exposed individuals may have received recent diagnoses and lack adequate notice or capability to file claims before the General Bar Date.

RELIEF REQUESTED

11. The Committee requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, exempting all present and future holders of Asbestos Claims from any requirement to file a proof of claim prior to the General Bar Date. Such relief is sought without prejudice to the Debtor’s right to file a motion seeking to establish an asbestos claims bar date in the future.

BASIS FOR RELIEF

12. As the statutory representative of all unsecured creditors, the Committee seeks to protect the integrity of the claims process and ensure that mass tort victims are treated equitably alongside commercial creditors.

13. Federal Rule of Bankruptcy Procedure 3003(c)(3) grants this Court broad discretion to fix and modify the time within which proofs of claim may be filed.

14. The Debtor is aware of the majority, if not all, Asbestos Claims asserted against it as of the Petition Date. Such Asbestos Claims are the subject of now-stayed litigation that provides the Debtor with as much information about such claims as a Proof of Claim would provide.

15. The lack of filed proofs of claim substantiating Asbestos Claims will not hinder the Debtor's determination and evaluation of the liabilities of the estate. Rather, the exemption of the requirement that holders of Asbestos Claims file proofs of claim will alleviate significant administrative effort and expense on the part of the claims agent.

16. The Debtor has represented to the Court on several occasions that it intends to propose a plan that channels all Asbestos Claims to a section 524(g) trust. To that end, the Debtor has requested that the Court appoint a legal representative for future asbestos claimants in this case. Based on the Debtor's own representations and actions, there is no need for the Debtor or other parties to expend estate resources evaluating proofs of claim based on Asbestos Claims that will be channeled to a 524(g) trust for determination.

17. In addition, enforcing a strict bar date against individuals who were exposed to the Debtor's boilers or parts pre-petition but have only recently manifested clinical symptoms violates constitutional Due Process. Claimants cannot receive constitutionally adequate or meaningful notice of a bar date if they are not yet aware of the source of their injury. *See Mullane v. Central*

Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950); *In re Grossman's Inc.*, 607 F.3d 114 (3d Cir. 2010).

18. For any claimant whose disease is not clinically diagnosed until soon before the General Bar Date, the failure to timely file constitutes "excusable neglect" under Fed. R. Bankr. P. 9006(b)(1) and *Pioneer Investment Services Co. v. Brunswick Associates L.P.*, 507 U.S. 380 (1993), because a timely filing was physically and medically impossible.

19. Bankruptcy courts managing mass tort asbestos and talc liabilities often exempt toxic tort claimants from general bar dates, opting instead to address these unique claims through a specialized channeling trust. *See, e.g., Order (I) Establishing Bar Dates for Filing Proofs of Claim in the Debtor's Chapter 11 Case, (II) Approving the Claim Form and Procedures for Filing Proofs of Claim, (III) Approving Bar Date Notice and Related Procedures, and (IV) Granting Related Relief* [Doc. 364]; *In re Valves and Controls US, Inc.*, Case No. 25–11403 (TMH) (Bankr. D. Del. March 26, 2026); *Order (I) Establishing Bar Dates for Submitting Proofs of Claim and (II) Approving Notice Thereof* [Doc. 265] (exempting holders of Talc Personal Injury Claims), *In re Cyprus Mines Corporation*, Case No. 21-10398 (LSS) (Bankr. D. Del. 2021); *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim Other Than With Respect to Talc Personal Injury Claims and (II) Approving Form and Manner of Notice Thereof* [Doc. 881], *In re Imerys Talc America, Inc.*, Case No. 19-10289 (LSS) (Bankr. D. Del. July 25, 2019); *Order Exempting Asbestos Claims and Demands from the January 8, 2019 Claims Bar Date* [Doc. 331] (exempting asbestos claims from bar date), *In re Duro Dyne Nat'l Corp.*, Case No. 18-27963 (MBK) (Bankr. D. N.J. Dec. 12, 2018); *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim Other Than with Respect to Asbestos Personal Injury Claims and (II) Approving Form and Manner of Notice Thereof* [Doc. 661], *In re Bestwall*

LLC, Case No. 17-31795 (LTB) (Bankr. W.D.N.C. October 30, 2018); *Order Granting Debtor's Motion for Reconsideration of Order Entered on December 3, 2015* [Doc. 216] (exempting asbestos claims from bar date), *In re Geo V. Hamilton, Inc.*, Case No. 15-23704 (GLT) (Bankr. W.D. Pa. Jan. 12, 2016); *Order Pursuant to Section 501 of the Bankruptcy Code, Bankruptcy Rules 2002(a), 3002, and 3003(c)(3) and Local Rule 2002-1(e) Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* [Doc. 720] (exempting holders of Asbestos Claims), *In re Yarway Corporation*, Case No. 13-11025 (BLS) (Bankr. D. Del. Jan. 12, 2015). *See also Debtor's Motion for Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim Other Than with Respect to Direct Talc Claims, (II) Approving the Form of and Manner for Filing Proofs of Claim, and (III) Approving Notice of Bar Dates* [Doc. 691] (requesting entry of a bar date order exempting holders of Talc Claims), *In re Vanderbilt Minerals, LLC*, Case Co. 26-60110 (WAK) (Bankr. N.D. N.Y. May 28, 2026).

20. This Court carries broad equitable authority under section 105(a) of the Bankruptcy Code to issue orders protecting tort victims from the immediate, premature forfeiture of their legal rights. Such authority supports the exemption of all present and future holders of Asbestos Claims from any requirement to file a proof of claim prior to the General Bar Date.

NOTICE

21. Notice of this Amended Motion has been provided via CM/ECF to the Office of the United States Trustee, counsel to the Debtor, and all parties requesting notice.

WHEREFORE, the Committee respectfully requests that the Court enter an order exempting all present and future holders of Asbestos Claims from any requirement to file a proof of claim prior to the General Bar Date, and granting such other relief as is just and proper.

Dated: June 11, 2026

Respectfully submitted,

WH BURKLEY, LLP

/s/ David W. Ross

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EXHIBIT A

Proposed Order Granting Motion

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: CROWN BOILER, CO., LLC Debtor.	CASE NO: 26-20515 (JCM) Chapter 11
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, Movants, v. NO RESPONDENTS.	Related Doc. No.:

**ORDER GRANTING AMENDED MOTION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR AN ORDER EXEMPTING ASBESTOS-RELATED
PERSONAL INJURY AND WRONGFUL DEATH CLAIMANTS FROM THE GENERAL
BAR DATE**

Upon the *Amended Motion of the Official Committee Of Unsecured Creditors for an Order Exempting Asbestos-Related Personal Injury and Wrongful Death Claimants from the General Bar Date* (the “Amended Motion”); and the Court having jurisdiction to consider the Amended Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that the relief requested in the Amended Motion is in the best interests of the Debtor’s estate, its creditors and other parties-in-interest; and the Committee having provided adequate and appropriate notice of the Amended Motion under the circumstances; and after due deliberation and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Amended Motion is GRANTED as set forth herein.

2. Any holder of an Asbestos Claim (solely to the extent an Asbestos Claim is asserted) shall not be required to file a proof of claim by the Bar Date.

3. For purposes of this Order, “Asbestos Claim” means any Claim (as defined in section 101(5) of the Bankruptcy Code) or any debt, liability, or obligation of the Debtor, whether now existing or hereafter arising, whether known or unknown, whether arising in tort or under contract, warranty, restitution, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity, or admiralty, arising out of, resulting from, or attributable to, directly or indirectly, any manner of alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries or harms (whether physical, emotional, or otherwise and whether or not diagnosable or manifested before or after the close of the Chapter 11 Case), caused or allegedly caused, directly or indirectly, by the presence of, or exposure to, asbestos or asbestos-containing products or other asbestos-containing materials engineered, designed, marketed, manufactured, fabricated, constructed, sold, supplied, produced, installed, maintained, serviced, specified, selected, repaired, removed, replaced, released, distributed, or in any other way used by the Debtor or any other Person for whose conduct the Debtor (i) has liability or (ii) is alleged to have liability by reason of the Debtor’s direct or indirect ownership or control of, conduct of business, or any transaction with such Person, whether seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative or any other costs, fees, injunctive or similar relief or any other measure of damages. Asbestos Claims include (a) any Claims that have been resolved or are subject to resolution pursuant to any agreement and Claims that are based on a judgment or verdict, and (b) Claims of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of the Debtor, or predecessor of the Debtor for contribution, reimbursement, subrogation, indemnity, or any other

derivative Claims, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction). Notwithstanding the foregoing, the term Asbestos Claim shall not include (i) any “demand” as such term is defined in section 524(g)(5) of the Bankruptcy Code, (ii) any Claim that is an obligation of the Debtor to make payments to their general trade creditors or commercial debtholders, (iii) any Claim that arises under a workers compensation act or a self-insured health plan, (iv) and Claim that is an obligation to refund the purchase price of, or to repair or replace, products regularly sold in the ordinary course a trade or business, or (v) any other excluded liability under Treasury Regulation § 1.468B-1(g).

4. Nothing in this order shall be construed to prejudice the Debtor’s right to file a motion seeking to establish an asbestos claims bar date in the future.

5. Nothing in this order shall be construed to excuse any holder of an Asbestos Claim from the requirement to file a proof of claim with respect to any claim that is not an Asbestos Claim.

BY THE COURT:

Judge John C. Melaragno
United States Bankruptcy Court