

**GST SETTLEMENT FACILITY  
ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES**

Pursuant to Section 9.3 of the Settlement Facility Amended and Restated Claims Resolution Procedures (the “**CRP**”), the Trustee of the GST Settlement Facility (the “**Trust**”), in consultation with the Claimant Advisory Committee (“**CAC**”) and the Future Claimants’ Representative (“**FCR**”), establishes the following Alternative Dispute Resolution (“**ADR**”) Procedures to confidentially resolve disputes concerning Claims as that term is defined in Section 1.1(d) of the CRP.

All capitalized terms used in these ADR Procedures shall be as defined and/or referenced within the CRP unless they are otherwise defined.

**I. CLAIMS AND DISPUTES ELIGIBLE FOR ADR**

Only Expedited Review Claims are eligible for ADR. In order for an Expedited Review Claim to be eligible for ADR, the Claimant must first complete Expedited Claim Review, which shall be treated as completed for these purposes when the Claim has been reviewed by the Trust and either: (1) the Trust has rejected the Claim and notified the Claimant of the rejection in writing; or (2) the Trust has made a settlement offer on the Claim, the Claimant has rejected the settlement offer, and the Claimant has notified the Trust of the rejection in writing.

A Claimant whose Claim is eligible for ADR may initiate ADR proceedings involving disputes over either: (1) whether a claim qualifies for payment under the CRP (i.e., whether the Trust properly rejected a claim); *or* (2) whether the Trust properly determined the Expedited Claim Review Matrix Amount for a Claim pursuant to the CRP, including whether the Trust properly determined the Claimant’s Contact Group and assigned the proper values to the factors used to calculate the IP Factors Index (ADRs of this nature are referred to in these ADR Procedures as disputes over the “**Valuation of a Settlement Offer**”). The holder of a Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim may seek ADR to resolve any dispute concerning whether the Claim qualifies for payment.

The decisions of the Trustee and the Extraordinary Claim Review Panel concerning Extraordinary Claims are final and not subject to review in ADR or the tort system.

**II. OVERVIEW AND INITIATION OF ADR PROCESS**

**A. *ADR Phases***

The ADR process consists of two mandatory phases: (1) an Executive Director Conference (by telephone); and (2) arbitration (either binding or non-binding). Claimants are required to engage in the Executive Director Conference before any form of arbitration. If either party rejects a non-binding arbitration decision or award, and the Claimant has otherwise complied with the requirements of these ADR Procedures and the Plan, then the Claimant may commence a lawsuit against the Trust in accordance with Section 9.6 of the CRP.

**B. *Appointment of Private Adjudication Coordinator***

The Trust shall appoint a Private Adjudication Coordinator(s), at the cost of the Trust, to administer these ADR Procedures. The Private Adjudication Coordinator appointed to serve during the Executive Director Conference phase may differ from the Private Adjudication Coordinator appointed to serve during the arbitration phase of the ADR process for any given claim.

**C. *Initiation of ADR Proceedings***

A Claimant initiates ADR proceedings by sending written notice to the Trust.

Within ten (10) days of a Claimant's request for ADR, the Trust will send the Claimant an **ADR Packet** containing the following:

1. A copy of these ADR Procedures;
2. Affidavit of Completeness and Request for Executive Director Conference (**Attachment A** to these ADR Procedures);
3. Election Form and Agreement for Binding Arbitration (**Attachment B** to these ADR Procedures); and
4. Election Form and Agreement for Non-Binding Arbitration (**Attachment C** to these ADR Procedures).

**D. *The Claim File***

The "**Claim File**" shall consist of (1) the material submitted by the Claimant to the Trust at the time Expedited Claim Review was complete pursuant to Section I of these ADR Procedures, and which the Claimant has certified as complete by executing the Affidavit of Completeness and Request for Executive Director Conference, and (2) any other information that the Trust otherwise relied upon in processing and/or disallowing the Claim. A Claimant may request that the Trust or the Private Adjudication Coordinator provide Claimant a copy of the Claim File at any time during the ADR process, and the Trust or the Private Adjudication Coordinator will provide such copy within three (3) business days of the Trust's or Private Adjudication Coordinator's receipt of the request.

Nothing in this provision, or elsewhere in these ADR Procedures, shall prevent the Trust from providing the Executive Director or an arbitrator with information regarding the underlying data and source documents used by the Trust to make an initial liquidated value offer on the Claim, or otherwise relied upon in processing and/or disallowing the Claim, provided that information is provided to an arbitrator and the Claimant in accordance with the requirements of Section IV(J)(3)(b)(4) of these ADR Procedures.

***E. Serving of Notices and Other Papers***

The Trust and any Claimant who requests ADR shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of any proceedings under these ADR Procedures may be served upon such party as follows:

1. By regular U.S. mail or overnight courier addressed to such party or their attorneys at their last known address;
2. By facsimile transmission;
3. By electronic mail; *or*,
4. By personal service, within or without the jurisdiction where the Executive Director Conference or arbitration is to be held, whether the party is within or without the United States of America.

Documents sent by U.S. mail under these rules shall be deemed received three (3) business days after the date of postmark. Documents sent via overnight courier shall be deemed received on the next business day after mailing. Documents sent via facsimile transmission or electronic mail are deemed received on the day that the transmission is sent.

***F. Time Limits***

Any time limit set forth in these ADR Procedures may be extended by agreement of the parties or for cause shown to the PAC, Executive Director, or arbitrator. Any request for extension, however, shall first be made to the opposing party and then, if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator. The Private Adjudication Coordinator will make a ruling if the claim is at the Executive Director Conference Stage or no arbitrator has been selected, or submit the request to the arbitrator if one has been assigned.

Failure to comply with a deadline (without obtaining an extension) by a Claimant may result in withdrawal of the Claim. Promptly after a Claimant fails to comply with a specified deadline without obtaining an extension, the Trust shall send the Claimant written notice of the failure to comply. If the Claimant does not take any action on the Claim, then thirty (30) days after receipt of the written notice the Claim will be deemed withdrawn from the ADR process. The withdrawal will be with prejudice and the claim will no longer be eligible for the Trust's ADR process. The Claim can still be re-submitted to the Trust, but all applicable rules, including the rules in Section 5 of the CRP concerning the Effect of Statutes of Limitations and Repose and Asbestos Claims Bar Date, apply to the Claim (except that the Claim is no longer eligible for ADR).

In the event the Trust fails to comply with a specified deadline without obtaining an extension, the Claimant shall send the Trust written notice of the failure to

comply. If the Trust does not take any action on the Claim, then thirty (30) days after receipt of the written notice, the Trust will be deemed to have waived any defenses it could have asserted in any arbitration proceeding except that, in such a case, a claimant must still request binding or non-binding arbitration pursuant to these ADR Procedures (to the extent the claimant has not yet done so), and can only recover an award issued pursuant to these ADR Procedures, including the provisions in Section IV(O) of these ADR Procedures and any other provisions that place a limit on the amount of any award that can be recovered. In such a case, if a claimant elects non-binding arbitration, the Trust and the claimant would still have the ability to accept or reject an award pursuant to Section IV(P) of these ADR Procedures.

### **III. RULES GOVERNING EXECUTIVE DIRECTOR CONFERENCE**

#### **A. *Election***

Within ninety (90) days of a Claimant's receipt of the ADR Packet from the Trust, the Claimant must initiate the Executive Director Conference process by returning an executed Affidavit of Completeness and Request for Executive Director Conference to the Trust.

Within five (5) business days of the Trust's receipt of the signed Affidavit of Completeness and Request for Executive Director Conference, the Trust shall review and sign the executed Affidavit of Completeness and Request for Executive Director Conference and provide a copy to the Claimant and the Private Adjudication Coordinator.

#### **B. *Scheduling of Executive Director Conference***

The Private Adjudication Coordinator shall schedule the telephone portion of the Executive Director Conference with the Claimant or Claimant's counsel and the Trust's Executive Director to take place within sixty (60) days after receipt of the signed Affidavit of Completeness and Request for Executive Director Conference from the Trust. Scheduling of the telephone portion of conference shall be coordinated with the Executive Director and Claimant, and if the Executive Director has multiple conferences to complete, they shall take place in the order received by the Executive Director, to the extent practicable.

#### **C. *Submission of Materials to the Executive Director***

At least five (5) business days prior to the Executive Director Conference, the Private Adjudication Coordinator shall submit to the Executive Director the executed Affidavit of Completeness and Request for Executive Director Conference as well as the Claim File. A copy of the Claim File shall also be provided to Claimant at least five (5) business days prior to the Executive Director Conference, if a copy has not already been provided to Claimant.

***D. Telephone Portion of Executive Director Conference***

After the submission of materials, the Executive Director and the Claimant and/or his or her attorney or representative will have a conference that is conducted by telephone, and which will be in the nature of a settlement conference. Should the Claimant's attorney participate in the Executive Director Conference without the Claimant, the attorney must have settlement authority.

***E. Optional Additional Exchange of Information***

At the conclusion of the telephone portion of the Executive Director Conference, if the parties determine that additional information might assist with the approval of the Claim or determining the value of the Claim, the Claimant will have seven (7) days from the date of the telephone portion of the Executive Director Conference to submit the additional information to the Trust, which will then have ten (10) days from the date the information is received to respond. The parties may then have further discussions or communications in the nature of a settlement conference.

***F. Conclusion of Executive Director Conference***

The Executive Director Conference process shall conclude when both parties agree in writing that the claim will not be resolved, or within sixty (60) days of the telephone portion of the Executive Director Conference, whichever is sooner.

**IV. RULES GOVERNING NON-BINDING AND BINDING ARBITRATION**

***A. Election***

Once the Executive Director Conference has concluded, the Claimant may elect to pursue either binding or non-binding arbitration. To do so, the Claimant must submit to the Trust a signed Election Form and Agreement for Binding or Non-Binding Arbitration (Attachment B or C) within sixty (60) days of the conclusion of the Executive Director Conference.

The Trust shall review the Election Form and Agreement for Binding or Non-Binding Arbitration and, within five (5) business days after receipt, the Trust shall sign the Arbitration Agreement and shall immediately send a fully signed Arbitration Agreement and the Claim File to the Private Adjudication Coordinator, with a copy to the Claimant.

***B. Selection of the Arbitrator***

As soon as reasonably possible after the receipt by the Private Adjudication Coordinator of the signed Arbitration Agreement, but no more than ten (10) days after the receipt of the signed Arbitration Agreement, the Private Adjudication Coordinator shall select three (3) potential arbitrators from a rotating national list

kept by the Private Adjudication Coordinator. The Private Adjudication Coordinator shall promptly notify the arbitrators and the parties of the potential arbitrators' selection. If a potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the Trust and the Claimant of the potential arbitrators' selection.

Within seven (7) days of receipt by the Trust of the list of potential arbitrators, the Trust may select, and identify to the Private Adjudication Coordinator, one potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then promptly notify the Claimant of the Trust's selection (or, if the Trust does not select an arbitrator to be stricken, shall so notify the Claimant), whereupon, within seven (7) days of the receipt by the Claimant of such notification, the Claimant may select, and identify to the Private Adjudication Coordinator, a potential arbitrator to be stricken from the list. The Private Adjudication Coordinator shall then notify all parties which arbitrator remains and that arbitrator shall conduct the arbitration. If either the Trust or the Claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators, the Private Adjudication Coordinator shall randomly select one of the potential arbitrators remaining on the list to serve as the arbitrator.

Any appointed arbitrator shall disclose to the Private Adjudication Coordinator any circumstances likely to affect his or her impartiality including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. Upon receipt of such information from the arbitrator or another source, the Private Adjudication Coordinator shall communicate the information to the parties and, if the Private Adjudication Coordinator deems necessary, to the arbitrator and others. Upon objection of a party to the continued service, the Private Adjudication Coordinator shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision, which shall be final. In the event that the arbitrator is disqualified, the Private Adjudication Coordinator shall as soon as reasonably practicable after the arbitrator is disqualified, but no more than ten (10) days after the arbitrator is disqualified, select three new potential arbitrators pursuant to this section and the arbitrator selection process shall be restarted.

**C. *Issues to be Arbitrated***

In an arbitration regarding whether a claim qualifies for payment under the CRP, the arbitrator will only determine whether the Claim meets the requirements for payment that are set forth in the CRP. If the Claim does not meet the requirements of the CRP, the arbitrator will uphold the Trust's determination that the Claim is not eligible for payment.

In an arbitration regarding the Valuation of a Settlement Offer, the arbitrator shall determine (to the extent disputed by the parties, and as described in Appendix I of the CRP) the Claimant's Contact Group and disease, and the IP Factors Index, including the Medical Information Factor, Age Factor, Life Status Factor,

Dependents Factor, Economic Loss Factor, Duration of Coltec/GST Product Contact Factor, Jurisdiction Factor and Law Firm Factor, as set forth in Attachment E to these ADR Procedures. Where relevant, the arbitrator shall apply the same threshold, medical, and Coltec/GST Product Contact requirements that are set forth in Sections 6.4 through 6.7 of the CRP, and as stated in Appendix I.

No award issued pursuant to these ADR Procedures can ever exceed the Maximum Settlement Value listed in the CRP for the Claimant's appropriate Contact Group.

***D. Submission of Pre-Hearing Statements***

Within twenty (20) days of the appointment of an arbitrator each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double spaced pages) containing that party's positions and arguments.

Each party may submit a supplement to its written statement (not to exceed five (5) double spaced pages) following the initial pre-hearing conference to respond to the opposing party's positions and arguments and to address issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator at least ten (10) days prior to the arbitration, unless requested further in advance by the arbitrator.

The Private Adjudication Coordinator will also provide the arbitrator with the CRP and any addenda thereto, these ADR Procedures, and a copy of the Claim File.

Neither party may introduce factual matter in their arbitration statements beyond the information and materials contained in the Claim File or that can otherwise be considered by the arbitrator pursuant to these ADR Procedures.

***E. Initial Pre-Hearing Conference, Scheduling Hearing Date, Optional Video Conference for Arbitration Hearing***

The Private Adjudication Coordinator shall contact the Claimant, the arbitrator, and the Trust to schedule the initial pre-hearing conference after the parties' written statements are received. The pre-hearing conference will take place at a mutually acceptable time within twenty-one (21) days after the written statements are submitted. The initial pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call.

During the initial pre-hearing conference, the arbitrator shall schedule the date and, if applicable, select the location of the arbitration hearing. The arbitration shall be conducted in person or, if the Claimant elects, via video conference. If the arbitration is to take place in person, the hearing shall take place at the location of the arbitrator. If the arbitration takes place by video conference, the

Private Adjudication Coordinator will make appropriate arrangements for the parties to participate by video conference or by telephone conference, subject to the provisions of Section V.B.

The arbitration hearing should be scheduled between twenty (20) days and sixty (60) days from the date of the initial pre-hearing conference unless otherwise agreed by the parties or ordered by the arbitrator for good cause shown. The Private Adjudication Coordinator will send a confirmation notice of this date and location to the Claimant and the Trust.

During the initial pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on:

- a. narrowing the issues (through methods including but not limited to stipulation of facts);
- b. any legal issues;
- c. whether the Claimant will testify at the arbitration;
- d. in an arbitration regarding the Valuation of a Settlement Offer, whether the parties agree to revise the award form from the form reflected in Attachment E for the sole purpose of eliminating references to issues that are not in dispute between the parties; and
- e. any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on these issues, then the arbitrator may issue orders governing the process. Such orders may not conflict with the CRP or these ADR Procedures.

***F. No Discovery Except By Agreement***

There shall be no discovery except by written agreement of the parties. The purpose of the arbitration is to resolve differences between the Trust and the Claimant based only on the documents that have been previously submitted to the Trust by the Claimant and any other documents relied upon by the Trust to make a settlement offer to the Claimant or to reject the Claim.

***G. No Transcript of Proceedings***

There will be no transcript or other record of the proceedings (except as described in Section (IV)(J)(2) below) unless the arbitrator requests a transcript solely to assist him/her in reviewing the evidence or otherwise to aid in the decision making process. In the event an arbitrator requests a transcript prior to the arbitration, then the Trust shall arrange for a court reporter. In a non-binding arbitration, expenses associated with the preparation of the transcript shall be split 50/50 between the Claimant and the Trust. In a binding arbitration, the Trust shall

pay for such expenses. In no event, however, will the transcript be made available to the parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

***H. Postponement of Hearing***

The arbitrator, for good cause, may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when the parties agree.

***I. Duration of Hearings***

The arbitrator shall complete the hearing in one day except for good cause shown. The parties shall request no more than three hours apiece for presentation of their cases, including closing arguments. The arbitrator may set additional time limits on the parties' presentations, and enforce those limits.

***J. Procedure at Arbitration Hearing***

**1. Testimony Under Oath or Affirmation**

If the Claimant or any other witness testifies, such testimony shall be under oath or affirmation administered by the arbitrator.

**2. Conduct of Hearing**

At the opening of the arbitration hearing, the arbitrator shall make a written record of the time, place, and date of the hearing, and the presence of the parties and counsel.

**3. Evidence**

a. **Rules of Evidence:** The arbitrator is not required to apply the rules of evidence used in judicial proceedings, provided, however that the arbitrator shall apply the attorney-client privilege and the work product privilege. The arbitrator shall determine the applicability of any privilege or immunity and the admissibility, relevance, materiality and weight of the evidence offered.

b. **Admission of Evidence:** The evidence that the arbitrator may consider shall be limited to the following:

- 1) The Claim File.
- 2) The Affidavit of Completeness and Request for Executive Director Conference and the Election Form and Agreement for Binding or Non-Binding Arbitration.

- 3) Any information submitted to the Executive Director pursuant to Section III(E) of these ADR Procedures.
- 4) Testimony of the Claimant. At the Claimant's sole discretion, the Claimant may offer evidence relating to his or her Settled GST Asbestos Claim or a Pre-Petition Judgment GST Asbestos Claim, or other information related to Coltec/GST Product Contact, the Contact Group, the disease, and the calculation of the IP Factors Index described in Appendix I of the CRP. However, the Claimant may not offer evidence beyond what is included in the Claim File. The Trust may cross-examine on these issues.
- 5) At the sole election of the Trust, the underlying data and source documents used by the Trust to make the Settlement Offer Determination, or otherwise relied upon in processing and/or disallowing the Claim, so long as such information has been provided to the Claimant or his or her counsel at least ten (10) days prior to the arbitration proceeding.
- 6) Any additional testimony or evidence submitted by agreement of the parties. Discovery exchanged by agreement of the parties pursuant to Section IV(F) of these ADR Procedures may be considered by the arbitrator by agreement of the parties or for good cause shown.
- 7) Closing arguments of the Claimant and the Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

***K. Arbitration in the Absence of a Party or Representative***

The Claimant may choose whether or not to attend the arbitration in person in his or her sole discretion. The arbitration may proceed in the absence of any party or representative who, after due notice, chooses not to be present, fails to be present or fails to obtain a postponement if he or she desires to be present but cannot. A decision or award shall not be made against a party solely for the failure to appear. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of a decision or award.

***L. No Ex Parte Communication***

There shall be no *ex parte* communication between the arbitrator and any counsel or party on any matter. All correspondence between the arbitrator and the parties will be facilitated by the Private Adjudication Coordinator.

**M. *Conclusion of Hearing and Submission of Post-Hearing Briefs***

When the parties state that they have no further evidence or witnesses to offer, and after the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing briefs will be permitted only upon order of the arbitrator and shall be served upon the arbitrator, and the other party to the arbitration, no later than ten (10) days after the hearing is closed. Such briefs shall be no longer than five (5) double spaced pages.

**N. *Option to Waive Oral Hearings***

The parties may request a waiver of oral hearings. Oral hearings will only be waived if all parties consent.

**O. *Arbitration Decision and Award***

The arbitrator shall issue a decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing briefs, whichever is later.

In an arbitration regarding whether a claim qualifies for payment under the CRP, the decision shall be in the form of **Attachment D** to these ADR Procedures, and shall state only whether the claim meets the requirements of the CRP. The decision shall not include the arbitrator's reasoning.

In an arbitration concerning the Valuation of a Settlement Offer, the decision shall be in the form of **Attachment E** (unless the parties agree otherwise) to these ADR Procedures, and shall state (as determined by the arbitrator or to the extent agreed upon by the parties) the Claimant's Contact Group and disease and the IP Factors Index, including the Medical Information Factor, Age Factor, Life Status Factor, Dependents Factor, Economic Loss Factor, Duration of Coltec/GST Product Contact Factor, Jurisdiction Factor and Law Firm Factor. (All of these terms are described in Appendix I to the CRP.) Beyond this information, the decision shall not include the arbitrator's reasoning.

In an arbitration regarding the Valuation of a Settlement Offer, the parties may agree at the initial pre-hearing conference (or at any time before the arbitration is completed) to revise the award form from the form reflected in Attachment E to these ADR Procedures for the sole purpose of eliminating references to issues that are not in dispute between the parties.

The Private Adjudication Coordinator shall calculate the final award by multiplying the Maximum Settlement Value for the Claimant's Contact Group by the IP Factors Index. As stated in the CRP, including in Section 9.5, the award reflected in the decision cannot exceed the Maximum Settlement Value for the Claimant's appropriate Contact Group.

In no event shall an arbitrator be permitted to award punitive, exemplary, trebled or other like damages or attorneys' fees, and prejudgment and post-judgment interest and costs shall not be sought or allowed.

In a binding arbitration, the award shall dispose of all monetary Claims presented to the arbitrator and any decision shall determine fully the issue to be decided pursuant to the arbitration agreement.

***P. Rejection of Non-binding Decision or Award***

A party in a non-binding arbitration proceeding that wishes to reject the decision or award by the arbitrator must notify the other party within thirty (30) days from the date the decision or award is issued. If no rejection is received or sent by either party, then the decision or award will stand and be deemed accepted by both parties.

**1. Procedure for Rejected Decision or Award**

- a. **Rejection by Claimant:** If the Claimant has sent the Trust timely notification of rejection of a non-binding decision or award and wishes to pursue the Claim through litigation, then the Claimant must notify the Trust through correspondence postmarked no later than sixty (60) days from the date of the non-binding decision or award. If notification is received within the sixty (60) day deadline and the Claimant wishes to pursue the Claim through litigation, then the Trust will within fifteen (15) days of receipt of this notification send the Claimant an authorization to commence litigation.
- b. **Rejection by Trust:** If the Trust rejects the non-binding decision or award, then the Claimant may elect binding arbitration or request that the Trust forward the authorization to commence litigation.

***Q. Payment of Award***

In an arbitration regarding whether a claim qualifies for payment under the CRP, if the arbitrator finds in favor of the Claimant and holds that the Claim does meet the requirements of the CRP, the Claim will be placed back into the FIFO processing queue and the Trust will reevaluate the Claim (assuming that all of the requirements were met) and issue a settlement offer.

In an arbitration concerning the Valuation of a Claim, pursuant to the terms of the arbitration agreement, the Trust will promptly send to the Claimant the appropriate release after the arbitrator issues a decision in a binding arbitration or after a non-binding arbitration decision is accepted by both parties. After the release is executed, the Trust will then pay the Claim based upon the binding or, if accepted by both parties, the non-binding decision of the arbitrator, in accordance

with the CRP provisions in effect as of the date the Trust accepts and consents to the Election Form and Agreement for Binding or Non-Binding Arbitration. Any Claimant entitled to payment shall receive payments in the same manner as one who accepts the Trust's original settlement offer.

If the Claimant prevails in a binding arbitration, or in a non-binding arbitration accepted by both parties, the Trust will also refund in full to the Claimant the original claim filing fee required by Section 8.2 of the CRP.

## **V. OTHER PROVISIONS**

### **A. *No Grouping or Bundling of Claims***

As a general matter, there shall be no grouping or bundling of Claims by separate Claimants at any stage of the ADR proceedings even if the Claims are related and/or the Claimants have the same counsel. Each Claimant must proceed individually through the ADR process with all Claims that the Claimant may have. However, the Trust, in its sole discretion, may decide that it would be expeditious to conduct an Executive Director Conference or arbitration proceeding with respect to more than one Claim, provided that the Executive Director or arbitrator individually evaluates and/or values each such Claim in accordance with these ADR Procedures and the procedures for calculating Matrix Amounts set forth in Appendix I of the CRP, and the respective Claimants' positions in the Trust's FIFO Processing and Payment Queues are separately maintained.

### **B. *Costs of ADR***

There are no fees incurred or paid in any Executive Director Conference. If the Claimant elects binding arbitration, the Trust shall pay the costs associated with the binding arbitration. The aforementioned costs include the costs of meeting and hearing facilities (including any costs associated with facilitating video conferencing, not including costs incurred by the Claimant to access any videoconference) and the arbitrator's fees (up to \$4,000 per Claim for binding arbitration; provided, however, that the Trust may, in its discretion, allow a higher arbitrator's fee under appropriate circumstances as shall be set forth in the Trust's agreement with the arbitrator). The Claimant and the Trust will separately pay their own respective costs and attorney fees.

If the Claimant elects non-binding arbitration, the costs associated with the arbitration (including any costs associated with any video conference, but not including the costs incurred by each party to access any videoconference) and the arbitrator's fees shall be split 50/50 between the Claimant and the Trust.

**C. *Waiver of Objection to Rules Infraction***

Either party who continues with the Executive Director Conference, non-binding arbitration, or a binding arbitration proceeding after knowing that any provision or requirement of the applicable rules has not been complied with, and who fails to state a timely objection in writing to the Executive Director or arbitrator, shall be deemed to have waived the right to object.

**D. *Exclusion of Liability***

Neither the Private Adjudication Coordinator, nor the Executive Director, nor the arbitrator shall be liable to any party for any act or omission in connection with any evaluation conducted under these rules.

**E. *Relationship of Rules to Request for Executive Director Conference, Non-Binding Arbitration Agreement, or Binding Arbitration Agreement***

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR form and shall be binding on all parties.

**F. *Arbitrator Immunity***

Arbitrators who serve pursuant to these rules shall have the same immunity as judges for their official acts.

**G. *Jurisdiction***

Any dispute under these rules shall be subject to the jurisdiction of the United States Bankruptcy Court for the Western District of North Carolina ("***Bankruptcy Court***").

**H. *Confidentiality***

**1. *All Executive Director Conferences and arbitration proceedings, and information relating to the proceedings, will be confidential.***

Neither party shall disclose the information obtained during the proceedings, nor the decision or valuation of the case by the Executive Director or by an arbitrator, to anyone or use such information or valuation in any further proceeding except as necessary to maintain the Trust's obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the Trust.

**2. All Executive Director Conferences and arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceedings the fact that there was an Executive Director Conference or arbitration, the nature of the decision or**

amount of the award, and written submissions may not be used for purposes of showing accord and satisfaction or res judicata. In binding arbitration, the decision of the arbitrator may be admissible in the event the Claimant improperly seeks to litigate the Claim. The binding arbitration decision or award shall be admissible in support of a motion to enjoin such litigation or to enforce the binding arbitration decision or award. No arbitrator will ever be subpoenaed, or otherwise required by any party or any third party, to testify or produce records, notes, or work product in any future proceedings.

***I. Amendments***

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be modified by the Trustee for good cause after consultation with the CAC and FCR, will be binding on all parties in the form in which they are in force on the date the Claimant signs the Affidavit of Completeness and Request for Executive Director Conference.

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF COMPLETENESS AND REQUEST FOR  
EXECUTIVE DIRECTOR CONFERENCE**

I, \_\_\_\_\_, as the person [or legal representative of the person] who has filed a Claim against the GST Settlement Facility (the "*Trust*"), being duly sworn, depose and say:

I verify that, except to the extent other evidence is admitted pursuant to Section IV.J.3.b of the Alternative Dispute Resolution Procedures (the "*ADR Procedures*") established by the Trust, all information with respect to my Trust Claim number \_\_\_\_\_ that will be considered in the Alternative Dispute Resolution process has been previously provided to the Trust.

I will attempt in good faith to resolve the dispute with the Trust relating to my Claim promptly by participating in the Executive Director Conference under the terms set forth for the Executive Director Conference under the ADR Procedures. I have been provided with a copy of the ADR Procedures. I understand and agree to those rules in the course of the Executive Director Conference and in any subsequent Arbitration.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By: \_\_\_\_\_  
Claimant or Legal Representative of Claimant

Date: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public

Accepted and Consented to:

GST SETTLEMENT FACILITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**GST SETTLEMENT FACILITY  
ELECTION FORM AND AGREEMENT FOR  
BINDING ARBITRATION**

I, \_\_\_\_\_ (“*Claimant*”), Claim No. \_\_\_\_\_,  
hereby elect and agree to:

Submit all disputes with the GST Settlement Facility (the “*Trust*”) relating to my Claim to Binding Arbitration under the terms for Binding Arbitration established by the Trust. I have been provided with a copy of the rules relating to Binding Arbitration established by the Trust. I understand and agree to abide by those rules in the course of the Binding Arbitration. I understand that as a result of this agreement, if accepted by the Trust, I will waive my rights to litigate my Claim in court, including the right to trial by jury, and I will be bound by the arbitration decision or award.

Dated: \_\_\_\_\_, \_\_\_\_\_.

Claimant: \_\_\_\_\_

Claimant’s Attorney: \_\_\_\_\_

**Claimant and attorney must both sign**

Accepted and Consented to:

By accepting this agreement the Trust waives its rights to litigate the Claimant’s Claim in court, including the right to trial by jury, and agrees to be bound by the arbitration decision or award.

GST SETTLEMENT FACILITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**GST SETTLEMENT FACILITY  
ELECTION FORM AND AGREEMENT FOR  
NON-BINDING ARBITRATION**

I, \_\_\_\_\_ (“*Claimant*”), Claim No. \_\_\_\_\_,  
hereby elect and agree to:

Submit all disputes with the GST Settlement Facility (the “*Trust*”) relating to my Claim to Non-Binding Arbitration under the terms for Non-Binding Arbitration established by the Trust. I have been provided with a copy of the rules relating to Non-Binding Arbitration established by the Trust. I understand and agree to abide by those rules in the course of the Non-Binding Arbitration.

Dated: \_\_\_\_\_, \_\_\_\_\_.

Claimant or Claimant’s Attorney: \_\_\_\_\_

Accepted and Consented to:

GST SETTLEMENT FACILITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**GST SETTLEMENT FACILITY  
ARBITRATION AWARD FORM**

Claimant Name:

Claim Number:

The undersigned Arbitrator, having reviewed the file, the submissions, and evidence presented by the parties prior to and at the arbitration conducted on \_\_\_\_\_, hereby renders the following decision. This decision is governed by the Settlement Facility Amended and Restated Claims Resolution Procedures (the “**CRP**”).

**I. Allowance or Disallowance**

\_\_\_\_\_ The Claim **DOES NOT MEET** all the necessary requirements for payment under the CRP, and should be **DISALLOWED**.

\_\_\_\_\_ The Claim **MEETS** all the necessary requirements for payment under the CRP, and should be **ALLOWED**.

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

*Please return this form to:*

[INSERT PRIVATE ADJUDICATION COORDINATOR CONTACT INFORMATION HERE]

**GST SETTLEMENT FACILITY  
ARBITRATION AWARD FORM**

Claimant Name:

Claim Number:

The undersigned Arbitrator, having reviewed the file, the submissions, and evidence presented by the parties prior to and at the arbitration conducted on \_\_\_\_\_, hereby renders the following decision.

This decision is governed by the Settlement Facility Amended and Restated Claims Resolution Procedures (the “**CRP**”). All terms used on this form have the same meaning as used in the CRP. (Note, in arbitrations where the Injured Party is still living, the Claimant and the Injured Party may be the same person.)

**I. Contact Group(s) and Duration of Exposure (See CRP Appx. 1; § I.A and § I.B.5)**

Is this disputed?  Yes  No

If this factor is disputed, check all Contact Groups that the Claimant was able to demonstrate apply to the Injured Party’s work, and state the duration of Injured Party’s exposure that was demonstrated by the Claimant:

\_\_\_\_\_ Group 1; Exposure Duration: \_\_\_ year(s) and \_\_\_ month(s)

\_\_\_\_\_ Group 2; Exposure Duration: \_\_\_ year(s) and \_\_\_ month(s)

\_\_\_\_\_ Group 3; Exposure Duration: \_\_\_ year(s) and \_\_\_ month(s)

\_\_\_\_\_ Group 4; Exposure Duration: \_\_\_ year(s) and \_\_\_ month(s)

\_\_\_\_\_ Group 5; Exposure Duration: \_\_\_ year(s) and \_\_\_ month(s)

**II. Injured Party Medical Information Factor (See CRP Appx. 1; § I.B.1)**

Is this disputed?  Yes  No

If this factor is disputed, check the box showing Injured Party’s diagnosis as demonstrated by the Claimant:

\_\_\_\_\_ Mesothelioma

\_\_\_\_\_ Asbestos-Related Lung Cancer

- Severe Asbestosis
- Asbestos-Related Other Cancer
- Disabling Asbestosis
- Non-Disabling Asbestosis
- Claim does not meet medical criteria for above diseases

**III. Injured Party Age at Diagnosis (See CRP Appx. 1; § I.B.2)**

Is this disputed?  Yes  No

If this factor is disputed, state the Injured Party's age on the earlier of the Injured Party's diagnosis date or death date, as established by the Claimant:

years old

**IV. Life Status Factor (See CRP Appx. 1; § I.B.3)**

Is this disputed?  Yes  No

If this factor is disputed, check the one applicable finding:

The Claimant established that the Injured Party was living at the time the Claim Form was filed with the Trust.

The Claimant did not establish that the Injured Party was living at the time the Claim Form was filed with the Trust.

**V. Dependents Factor (See CRP Appx. 1; § I.B.4)**

Is this disputed?  Yes  No

If this factor is disputed, check the one applicable finding:

The Claimant did not establish that the Injured Party had a spouse or other dependents (minor children, adult disabled dependent children, or dependent minor grandchildren who derive, or who derived at the time of the diagnosis of the disease that is the subject of the Claim, at least one-half of their financial support from the Injured Party) at the time the Claim Form was filed with Trust

The Claimant established that the Injured Party had a spouse but no other dependents (minor children, adult disabled dependent children, or dependent minor

grandchildren who derive, or who derived at the time of the diagnosis of the disease that is the subject of the Claim, at least one-half of their financial support from the Injured Party) at the time the Claim Form was filed with the Trust.

\_\_\_\_\_ The Claimant established that the Injured Party had dependents (minor children, adult disabled dependent children, or dependent minor grandchildren who derive, or who derived at the time of the diagnosis of the disease that is the subject of the Claim, at least one-half of their financial support from the Injured Party) at the time the Claim Form was filed with the Trust.

**VI. Economic Loss Factor (See CRP Appx. 1; § I.B.5)**

Is this disputed? \_\_\_ Yes \_\_\_ No

If this factor is disputed, check the one applicable finding:

\_\_\_\_\_ The Claimant did not establish documented economic loss greater than \$200,000.

\_\_\_\_\_ The Claimant did establish documented economic loss greater than \$200,000 in the amount of:

\$\_\_\_\_\_.

**VII. Jurisdiction Factor (See CRP Appx. 1; § I.B.7)**

Is this disputed? \_\_\_ Yes \_\_\_ No

If this factor is disputed, check the one applicable finding:

\_\_\_\_\_ The Claimant has filed a Future Claim (i.e., a claim based on a diagnosis dated after the Effective Date).

\_\_\_\_\_ The Claimant has not provided evidence regarding amounts of settlements and verdicts in the Claimant's Jurisdiction.

\_\_\_\_\_ The Claimant has provided evidence regarding amounts of settlements and verdicts in the Claimant's Jurisdiction.

**VIII. Law Firm Factor (See CRP Appx. 1; § I.B.8)**

Is this disputed? \_\_\_ Yes \_\_\_ No

If this factor is disputed, check the one applicable finding:

\_\_\_\_\_ The Claimant has filed a Future Claim (i.e., a claim based on a diagnosis dated

after the Effective Date).

\_\_\_\_\_ The Claimant has not provided evidence that the Claimant's law firm obtained above average prepetition settlements and verdicts for similarly situated claims against the Debtors in the five years before the Debtors' bankruptcy filing; **and/or** has provided evidence but the evidence does not show that the law firm played a substantial role in the prosecution, trial and resolution of such claims, such as actively participating in court appearances, discovery and trial of the subject cases; **and/or** has only provided evidence showing the mere referral of a case, without further involvement.

\_\_\_\_\_ The Claimant has provided evidence that the Claimant's law firm obtained above average prepetition settlements and verdicts for similarly situated claims against the Debtors in the five years before the Debtors' bankruptcy filing; **and** that evidence shows that the law firm played a substantial role in the prosecution, trial and resolution of such claims, such as actively participating in court appearances, discovery and trial of the subject cases; **and** the evidence does not show only the mere referral of a case, without further involvement.

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

*Please return this form to:*

[INSERT PRIVATE ADJUDICATION COORDINATOR CONTACT INFORMATION HERE]