

## **Combustion Engineering 524(g) Asbestos PI Trust**

### **Second Revised and Restated Procedures for Reviewing and Liquidating TDP Claims**

#### **I. PREAMBLE**

The Trustees of the Combustion Engineering 524(g) Asbestos PI Trust (the “Trust”) have adopted the following Claims Materials, as may be amended from time to time:

(1) Proof of Claim Form, attached as Exhibit A to these Second Revised and Restated Procedures for Reviewing and Liquidating TDP Claims (the “Procedures”).

(2) Instructions for Filing Claims with the Combustion Engineering 524(g) Asbestos PI Trust, attached as Exhibit B to these Procedures.

(3) Verus User’s Guide for Online Filing, see the Trust’s website.

(4) Alternative Dispute Resolution Procedures (“ADR Procedures”), attached as Exhibit C to these Procedures.

(5) Combustion Engineering 524(g) Asbestos PI Trust Release, attached as Exhibit D to these Procedures.

(6) Electronic Filer Agreement, attached as Exhibit E to these Procedures.

(7) Law Firm Registration Form, attached as Exhibit F to these Procedures.

(8) Sample forms and notices, attached as Exhibit G to these Procedures.

(9) The Claims Materials also include the Combustion Engineering 524(g) Asbestos PI Trust Second Amended and Restated Asbestos PI Trust Distribution Procedures (effective January 19, 2017) (as may be amended from time to time, the “TDP”). TDP, Section 6.2. The TDP is available on the Trust’s website.

As mandated by Section 5.3 of the TDP, the Trustees adopted Procedures for Reviewing and Liquidating TDP Claims. Effective March 15, 2017, the Trustees adopt these Second Revised and Restated Procedures for Reviewing and Liquidating TDP Claims.

Unless otherwise defined in these Procedures, capitalized terms shall have the meaning provided in the TDP. Nothing in these Procedures shall be deemed to create a substantive right for any claimant. In the event of an inconsistency between these Procedures and the TDP, the TDP shall govern.

## **II. PROCEDURES**

1. These Procedures apply to holders of TDP Claims.
2. The Trust's website is [www.cetrust.org](http://www.cetrust.org).
3. The Trust's claims processing facility is Verus Claims Services, LLC ("Verus"), 3967 Princeton Pike, Princeton, NJ 08540.

### **A. Commencement (Implementation) of Claims Process**

4. The Trust began accepting claims on September 1, 2006. The Initial Claims Filing Date was March 1, 2007.
5. Claims may be submitted by mail, by fax, by email in Excel format, by email in PDF format, online using the Verus online claim filing system, or using web services. Supporting documents may be submitted in paper or in electronic format. See Electronic Access.
6. The Trust has not adopted and does not require a filing fee for the filing of a TDP Claim with the Trust.

### **B. Claims Processing Deadlines**

7. The Trust rejects a claim, provides a notice of deficiency, or submits an offer to the claimant within the following deadlines:

For Expedited Review, 90 days from the entry of the claim in the FIFO Processing Queue.

For Individual Review, 120 days from the entry of the claim in the FIFO Processing Queue.

For review of an Extraordinary Claim, 120 days from the entry of the claim in the FIFO Processing Queue.

For review of an Exigent Hardship Claim, 15 days from the entry of the claim in the FIFO Processing Queue.

8. In the event the Trust receives a large volume of claims, it may elect to extend these deadlines.

**C. Electronic Access**

9. These Procedures together with the Claims Materials shall be accessible electronically at the Trust's website: [www.cetrust.org](http://www.cetrust.org)

10. A law firm may request that Verus provide access to its online filing system by executing the Electronic Filer Agreement attached as Exhibit E to these Procedures. The executed agreement may be returned to Verus by fax, email or mail.

11. Within five days of receipt of the Electronic Filer Agreement, Verus will provide the law firm with one or more user names and passwords to the electronic filing system, and instructions for submitting claims to the Trust electronically.

12. Once a law firm has been granted access to the electronic filing system, the law firm may file claims electronically without a prior request to the Trust or Verus.

13. Complete instructions for using the electronic filing system are available for viewing, downloading and printing from the Trust's website at [www.cetrust.org](http://www.cetrust.org).

14. For claims filed electronically, the law firm's obligation to maintain paper or electronic copies of any document relied upon in connection with the claim is addressed in the Electronic Filer Agreement.

15. The Trust strongly recommends that law firms use the online filing system.

16. For law firms using the online filing system, Verus provides real time access to reports that allow a law firm user to generate status updates for the law firm's claims.

17. The reports identify each claim, the status of each claim, any deficiencies, any applicable deadlines for submitting information and a designation of a settlement offer or a claim rejection, as applicable.

18. The reports can also be sent to a law firm by email upon request.

19. Alternatively, claim forms may be printed from the Trust's website. The claim form may be completed in paper format and mailed, faxed or emailed to the Trust care of Verus. A claimant not represented by an attorney may request a claim form from Verus by mail.

20. From time to time, the Trust will post information concerning the claims process on its website.

#### **D. Law Firm Registration**

21. All law firms must register with the Trust before submitting claims. To register, the law firm must complete the Law Firm Registration Form attached to these Procedures as Exhibit F. Registration enables the Trust to confirm tax identification numbers prior to making disbursements, as required by the Internal Revenue Service.

**E. Verus Personnel**

Position	Name	Telephone	Fax	Email
Principal	Dan Myer	609-466-0427 ext. 1006	609-466-1449	<a href="mailto:dmyer@verusllc.com">dmyer@verusllc.com</a>
Principal	Mark Eveland	609-466-0427, ext 1004	609-466-1449	<a href="mailto:meveland@verusllc.com">meveland@verusllc.com</a>
Principal (I.T. Director)	Morten Iversen	609-466-0427, ext 1010	609-466-1449	<a href="mailto:miversen@verusllc.com">miversen@verusllc.com</a>
Operations Manager	Scott Heisman	609-466-0427, ext 1003	609-466-1449	<a href="mailto:sheisman@verusllc.com">sheisman@verusllc.com</a>

22. Verus may assign a principal or staff analyst for processing claims to specific plaintiffs' law firms. A law firm should consult with the assigned staff analyst regarding the claims process. To find out who is assigned to a law firm, a law firm may contact Dan Myer or Mark Eveland at the above numbers.

**F. Database**

23. Verus maintains an electronic database for the Trust, which includes data provided by Combustion Engineering, Inc., and by Connecticut Valley Claims Service Company, as well as data generated by the Trust since the inception of the Trust.

24. Verus maintains the Trust's database including appropriate claim fields as provided in the claim form. As information is received, Verus enters the information in its computer-based information management and processing system. Verus updates information in the computer-based system as additional material is received.

25. If requested by a claimant's law firm, Verus will provide the law firm with data on the law firm's history regarding claims against CE, the CE Settlement Trust and the Trust to enable the law firm to reconcile its records with records in the Trust's data system. Provided the law firm enters into the Electronic Filer Agreement, the law firm may access information on line.

**G. Intake**

26. The Verus electronic filing system dates and logs claims as electronically received by the Trust.

27. Claims received by the Trust in hard copy are dated and logged as received, and are scanned and entered into the electronic filing system for further processing.

28. The Verus electronic filing system automatically reviews the claim submission as received.

29. If the claim is deemed "sufficiently complete to be reviewed" by the electronic filing system, the claim will automatically be dated and entered in the FIFO Processing Queue.

30. A claim is deemed "sufficiently complete to be reviewed" when the required information and supporting documentation described in the Instructions for Filing Claims, attached as Exhibit B to these Procedures, has been submitted.

31. If the claim form is not "sufficiently complete to be reviewed," Verus provides notice to the claimant as described under Initial Processing.

32. A claim will be placed in the FIFO Processing Queue on the date the claim is "sufficiently complete to be reviewed."

33. Verus maintains the FIFO Processing Queue in electronic format.

## **H. Establishment of Claim File**

### **Online Filing**

34. Claims may be submitted using the online claim form. The Verus User's Guide for Online Filing describes the process for establishment of a claim file. The User's Guide for Online Filing is available on the Trust's website at [www.cetrust.org](http://www.cetrust.org).

### **Paper or PDF Filing**

35. Upon receipt of a claim form in paper or PDF format:

(a) Verus date stamps the original cover letter and attachments or notes the date of the email cover letter.

(b) Verus uploads an electronic version of the claim form and supporting documents to the electronic filing system. A claims analyst then enters the information from the claim form into the Trust's electronic database. The claim file is thereby established. All information and documentation related to the claim will be maintained electronically within the electronic system and is accessible to Verus personnel and to the law firm, if the law firm has access to the electronic filing system.

(c) Verus provides status reports online which can be run at any time by law firm personnel with access to the electronic filing system. Verus also distributes notices of offers and deficiencies by email, with copies of all releases (in the case of offers) and/or deficiency reports posted online for downloading by law firm personnel.

### **Excel Format Filing**

36. Claims may also be submitted in Excel format, either by direct upload to the electronic filing system or by email. The Excel format is designed for submission of multiple claims.

37. Upon receipt of a multiple claims submission in electronic format:

(a) Verus preserves the original source material by placing it in a special folder in the electronic filing system.

(b) The electronic filing system assigns a new file name to a working version of the Excel file.

(c) The electronic filing system validates each column's data format and contents, and conforms the data to Verus' requirements.

(d) The electronic filing system imports data that passes the automated validations into the Trust's electronic claim system and individual claim numbers are assigned. An individual claim file is thereby established for each valid record in the Excel file. Law firm users will be alerted to any records which fail to be imported due to missing data or invalid formats.

(e) If claimants' counsel also submitted medical documentation by uploading PDF or TIFF files, or by submitting an electronic disc or hard copy, Verus links the documentation to each claim and updates the medical diagnosis on each of the files when the claim is reached in the FIFO Processing Queue.

### **Web Services Method**

38. Verus supports claim filing using web services – a data exchange method that allows a law firm's computer system to directly interact with the Trust's database via the internet.

39. Law firms may use web services to: file claims, update claims, upload documents, respond to deficiencies, and retrieve claims data.

40. To use web services, a law firm must program a secure system interface between the law firm's in-house computer system and Verus' computer system according to pre-defined system interfaces known as "methods."

41. To assist law firms in programming their system for such interactions, Verus provides detailed specifications and sample code for each method.



42. Specifications and sample code will be provided upon request to [miversen@verusllc.com](mailto:miversen@verusllc.com).

### **I. Initial Processing**

43. As described under Intake, the electronic system automatically determines if a claim is “sufficiently complete to be reviewed.” All claims identified as “sufficiently complete to be reviewed” are dated and placed in the FIFO Processing Queue as of that date.

44. If any required information or supporting documentation is missing or not in an acceptable format, the status of the claim is designated as “Incomplete.”

45. Claimant’s counsel, or the claimant if filing without counsel, is notified by Verus online and/or by email or mail of the outstanding documents and/or deficiencies.

46. The claim will be considered “Incomplete” and will not be placed in the FIFO Processing Queue until the required information or documentation has been submitted.

47. The Trust will take no further action on the Incomplete claim until the required information or documentation is provided. If the claimant requests that the Incomplete claim be deferred, or the claimant fails to submit the required information or documentation or take other curative action within 180 days of the deficiency notice, the Incomplete claim is deemed deferred, pursuant to TDP Section 6.3, for a period of three years or until curative action is taken. If the claimant fails to take curative action within such three-year period, the claim is deemed withdrawn, pursuant to TDP Section 6.3.

48. When the claim is next in line for processing in the FIFO Processing Queue, Verus will begin processing the claim as follows: Verus electronically compares the claimant’s name and social security number with the Trust’s database to determine (i) if the claimant has received a payment from CE, the CE Settlement Trust or the Trust or (ii) if the claim had been otherwise settled with execution of a release or resolved by CE, the CE Settlement Trust or the Trust. If

the review reflects a payment from or on behalf of CE, the CE Settlement Trust or the Trust or a settlement with an executed release or other resolution by CE, the CE Settlement Trust or the Trust, Verus requests further information or comments from the claimant before proceeding. Verus either continues reviewing the claim or rejects the claim depending on the information received.

49. If the claimant states on the claim form that the claimant has received a prior payment from CE, the CE Settlement Trust or the Trust, Verus reviews the release previously executed by the claimant to determine if the claim is payable by the Trust. If a release has not been provided and the Trust does not otherwise have the release, Verus contacts counsel identified on the claim form to obtain a copy of the release.

50. Following this review, Verus provides notice to the claimant and an opportunity to present further or clarifying information before rejecting a claim.

51. The Verus electronic system automatically creates a log entry each time activity is generated on a claim.

52. Verus maintains both an automated and supplemental manual Quality Control Program that is implemented prior to any claim being processed for liquidation and payment. The Quality Control Program assures that no duplicate claims are processed and that claims meet all applicable medical and exposure criteria before payment.

53. If the claimant has not submitted medical or exposure evidence, Verus provides a deficiency notice to the claimant.

54. If the claimant requests that the claim be deferred, or the claimant fails to submit the required information or documentation or take other curative action within 180 days of the deficiency notice, the claim is deemed deferred, pursuant to TDP Section 6.3, for a period of

three years or until curative action is taken. If the claimant fails to take curative action within such three-year period, the claim is deemed withdrawn, pursuant to TDP Section 6.3.

55. On behalf of the Trust, Verus may request additional medical evidence, including further diagnosis, analysis or explanation of previously submitted medical evidence, in accordance with the TDP.

**J. Expedited Review**

56. For Expedited Review, Verus reviews the claim for required information and establishes the status of the claim. Verus performs the review by electronic or manual means, using an analytical process adopted by the Trustees that incorporates the requirements of the TDP. If all requirements have been established, Verus assigns the Scheduled Value for the claim based on the TDP. If all the requirements have not been established and/or further information is needed, Verus issues a notice to the claimant with a deadline of 180 days for submission of the information. Unless the claimant has requested Individual Review, if the claimant requests that the claim be deferred, or the claimant fails to submit the required information or documentation or take other curative action within 180 days of the deficiency notice, the claim is deemed deferred, pursuant to TDP Section 6.3, for a period of three years or until curative action is taken. If the claimant fails to take curative action within such three-year period, the claim is deemed withdrawn, pursuant to TDP Section 6.3.

57. Verus electronically generates a release when an offer is made.

58. The release will be posted online for download by law firm users; alternatively, law firms may generate releases on their own, provided the Trust's form of release is used.

59. Upon request, Verus will provide a law firm or a claimant not represented by an attorney with a hardcopy release.

60. To accept the offer, the claimant must submit an executed release to the Trust.

61. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.

62. If the claimant informs the Trust through Verus that the claimant does not accept the Trust's decision, the claimant may request Individual Review.

**K. Individual Review**

63. Verus, on behalf of the Trust, may make an offer to the claimant.

64. The Trustees will establish the parameters for offers by consultation with Verus and by their responses to Verus' recommendations.

65. Verus communicates the settlement offer to the claimant by email, by the Verus online program, or by mail.

66. If the claimant believes that the offer undervalues the claim, the claimant may provide the Trust with an explanation of the reasons for this belief. The claimant may also provide further information to support a higher value.

67. The claimant should provide the Trust with all information, documents, physical and demonstrative evidence, and sworn statements of the claimant and any other person to support the claimant's valuation of the claim.

68. Verus may respond with a revised offer and/or an explanation of the reasons for the Trust's offer.

69. Verus and the claimant shall use their best efforts to complete this process within 30 days after Verus has made an offer to the claimant.

70. If this process does not result in an agreement, Verus, after consultation with the Trustees, will provide the claimant with a final offer. Verus will provide the claimant with an opportunity to respond to the final offer.

71. At the Trustees' discretion, Verus may provide the claimant with a written explanation of the final offer. The claimant may provide a written response to the Trust's written explanation, describing the claimant's application of the TDP factors to the claim. The written explanation and response will be included in the claim file.

72. If the claimant does not accept the Trust's final offer, the claimant shall inform the Trust in writing of the claimant's rejection of the Trust's final offer and may state the claimant's final demand. If the claimant elects not to provide a final demand, the Trust will not be bound by its final offer in Individual Review, and, in the event the claimant proceeds with arbitration, the arbitrator will set a process to obtain the Trust's final offer and the claimant's final demand for purposes of proceeding with "baseball style" arbitration under the ADR Procedures.

73. If the Individual Review process results in a settlement, the claim will be liquidated in the amount of the settlement. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.

74. Absent a settlement, Verus, on behalf of the Trust, provides the claimant with a Notice of Completion of Individual Review, using the form under Exhibit G of the Procedures.

75. If the claimant elects to proceed with the ADR Procedures established by the Trust after the Trust issues the Notice of Completion of Individual Review, the claimant must file with the Trust a notice demanding arbitration no later than 30 days after service of the Notice of Completion of Individual Review. Note: the ADR Procedures provide for the submission of specific issue(s) other than the liquidated value of the claim to arbitration. In the event of such a submission, the decision of the specific issue(s) by the arbitrator could result in the resumption of the Individual Review process.

**L. Extraordinary Claims**

76. If the claimant submits a claim as an Extraordinary Claim but does not establish one of the alternative conditions of TDP Section 5.4(a), Verus will notify the claimant by email of the deficiency.

77. If the deficiency is not cured within 180 days of the date of the notice, Verus will reject the claim as an Extraordinary Claim but will continue to process the claim under Individual Review.

78. If the deficient condition(s) is remedied, Verus will complete the Individual Review process of the claim as an Extraordinary Claim.

79. Following review, Verus may recommend that the Trustees authorize Verus to make an offer of settlement to the claimant. If the Trustees accept the recommendation, Verus will extend the offer to the claimant.

80. The Trustees, with the consent of the TAC and FCR, will establish an Extraordinary Claims Panel when needed.

**M. Exigent Hardship Claims**

81. With respect to Exigent Hardship Claims, the Trust will, within 15 days from the submission to the Trust of a claim form that is sufficiently complete to be reviewed, either (i) reject the claim or send a deficiency notice, (ii) submit an offer to the claimant, or (iii) inform the claimant of its determination that the claim does not qualify as an Exigent Hardship Claim and offer the claimant the opportunity to provide further information.

82. The claimant may provide an explanation and documentation in support of the Exigent Hardship Claim.

83. If sufficient documentation to establish the criteria for an Exigent Hardship Claim is not submitted to the Trust, Verus notifies the claimant by email of the outstanding

documentation and/or deficiencies. If the deficiency is not cured within 180 days of the notice, the claim will not be processed as an Exigent Hardship Claim. Verus notifies the claimant of this decision using the form of notice under Exhibit G to these Procedures, and Verus returns the claim to the FIFO Processing Queue, to be placed in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Hardship Claim. The claim will be processed under either Expedited Review or Individual Review, at the claimant's option.

84. If Verus determines that the claim meets the applicable criteria for an Exigent Hardship Claim, Verus continues to process the claim as an Exigent Hardship Claim under Individual Review.

#### **N. Arbitration**

85. Section 5.10 of the TDP provides for arbitration.

86. The ADR Procedures are attached as Exhibit C to these Procedures.

87. The ADR Procedures are administered by the American Arbitration Association ("AAA"). The arbitrations and mediations are conducted through the offices of the AAA unless otherwise agreed by the claimant and the Trust.

88. Prior to arbitration, the claimant may submit the disputed TDP Claim to mediation. Alternatively, the claimant may waive mediation and choose to proceed directly to arbitration. For arbitration, the claimant may elect binding or non-binding arbitration. The Trust will pay the applicable fees.

89. Arbitration itself is governed by Section 5.10 of the TDP. Any provision of the arbitration procedures included in the ADR Procedures or any provision of alternative arbitration procedures agreed to by the claimant and the Trust shall be subject to Section 5.10 of the TDP, and, in the event of an inconsistency, Section 5.10 of the TDP shall govern.

90. The claimant shall initiate the ADR process, including arbitration, by filing with the Trust a notice demanding arbitration. In the demand for arbitration, the claimant shall (1) elect to submit the claim to mediation or (2) waive mediation to proceed directly to arbitration. In the demand for arbitration, the claimant shall also elect binding or non-binding arbitration. A form demand for arbitration is attached to the ADR Procedures. The demand may be filed with the Trust by mail, by fax or by email. The demand shall be filed with the Trust no later than 30 days after service of the Notice of Completion of Individual Review as provided above.

91. In the case of mediation, if a settlement results, the AAA will provide notice to the claimant and the Trust as provided in the ADR Procedures. The claim will be liquidated in the amount of the settlement. The claim will be placed in the FIFO Payment Queue as of the date of receipt of a fully executed release. If a settlement does not result, the AAA will process the claim to arbitration as provided in the ADR Procedures.

92. In the case of binding arbitration, the claim will be liquidated in the amount of the arbitral award. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.

93. In the case of non-binding arbitration, if the claimant and the Trust accept an arbitral award, the claim as liquidated by the arbitral award will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release. The claimant shall notify the Trust of the acceptance of a non-binding arbitral award in the manner provided in the ADR Procedures. Upon receipt of the notice, the Trust will either accept or reject the award. If the Trust accepts the arbitral award, the AAA will inform the claimant and Verus will instruct the claimant to submit a fully executed release. The claim will be placed in the FIFO Payment Queue as of the date of receipt by the Trust of a fully executed release.



**O. Payment of Liquidated Claims**

94. Based on the FIFO Payment Queue, Verus adds liquidated claims to a schedule of Category A Claims and a schedule of Category B Claims, as the case may be, to be paid at the end of each month or as soon thereafter as practicable.

95. Verus aggregates the amount of the liquidated claims by law firm.

96. Generally, claims are paid once a month.

97. On or as close to the third Friday of each month as possible, Verus emails to the Trustees a payment request, which consists of (1) a cover letter outlining the total number of Category A Claims and Category B Claims and the aggregate amount of such claims to be paid based on the FIFO Payment Queue, (2) a report listing jurisdiction, attorney, number of claims to be paid by attorney and total amount of the claims to be paid by attorney based on the FIFO Payment Queue, (3) a report listing the individual claims, disease, settlement amount and type of review, (4) a report aggregating the amount of liquidated claims by law firm, and (5) the Maximum Annual Payment/Claims Payment Ratio report.

98. Unless a quorum of Trustees is unavailable or the Trustees disagree on the authorization, the claims will be addressed by the Trustees at a Trustees' meeting and authorized for payment the following week, and normally paid by the end of the month or as soon thereafter as practicable or as may be directed by the Trustees.

99. If a quorum of Trustees is unavailable to authorize payment, payment will be made as soon as practicable after a quorum is available and authorizes payment.

100. If the Trustees disagree on the authorization, the Trustees and Verus will seek to resolve the disagreement as soon as possible, and payment will be made as soon as possible thereafter.

101. The vote to authorize the payment of claims may be reported in the minutes of the Trustees' meeting or by email or other writings maintained in the records of the Trust.

102. If the Trustees authorize payment, the Managing Trustee or a designated Trustee will direct Verus in writing to make the payments.

103. Verus processes the payment of claims on behalf of the Trust. Verus will either process checks made payable to the law firms or process electronic transfers to the law firms. If by check, Verus mails to each law firm a cover letter and check and separately provides, by mail or email, a list of claims paid. For electronic transfers, the law firm must inform Verus that it elects to have its claims paid by electronic transfer and provide electronic transfer instructions.

104. Unless instructed otherwise, Verus considers any electronic transfer authorization as a standing electronic transfer instruction.

105. For claims paid by check, funds held in the Trust's bank account pending check clearance may exceed FDIC insurance.

106. In the case of a claimant not represented by counsel, Verus sends a check with a cover letter directly to the claimant.

107. No claim will be paid until Verus receives an executed release in the form attached to these Procedures as Exhibit D.

108. If a release has not been submitted to the Trust within 90 days of a settlement offer being made under Expedited Review, a settlement offer being accepted under Individual Review or a settlement notice being issued under the ADR Procedures, Verus prepares and sends a reminder notice by email or mail to the claimant or to the law firm.

109. Except for TDP Claims held by representatives of deceased or incompetent claimants for which court or probate approval of the Trust's offer is required, or a TDP Claim for which deferral status has been granted, if a release is not submitted within 90 days of the notice

provided under paragraph 108 above, the claim will be deemed deferred, pursuant to TDP Section 6.3, for a period of three years. If the claimant does not submit the release to the Trust within such three-year period, the claim is deemed withdrawn, pursuant to TDP Section 6.3. Annually, Verus emails or mails reminder notices to claimants' counsel with a schedule of liquidated claims for which releases have not been received by Verus.

110. Law firms with access to the Verus online system may, at any time, check the status of the claim file, including whether releases have been received by the Trust.

111. If a claimant's attorney contends that a different form of release or additional or supplemental provisions would be appropriate under applicable state or other law, the attorney may submit that form of release or additional or supplemental provisions for consideration by the Trustees. The Trustees will consult with Trust counsel, who will review the request. If the Trustees agree, the alternative form of release may be used in lieu of or as supplement to Exhibit D.

112. The law firm is responsible for obtaining the claimant's signature on the release and delivering the release to Verus except in the case of a claimant not represented by counsel.

113. The original, signed release may be mailed to Verus. Alternatively, if the law firm has entered into the Electronic Filer Agreement, an image of the original, signed release may be uploaded to Verus through the Verus online system, or the release may be scanned and emailed to Verus or faxed to Verus. A hard copy of the original, signed release is not required to be provided to Verus as a precondition to payment.

114. Verus monitors running totals as claims are paid, reporting the total amount paid to date during the year, broken down by the Claims Payment Ratio. Verus reports this information to the Trustees with each payment request.

115. Verus will not issue payments for the subject payment period until authorized by the Trustees in writing.

116. Verus will publish notice on the Trust's website if the Maximum Annual Payment is reached for Category A Claims or Category B Claims, as applicable, with claims remaining in the FIFO Payment Queue.

117. The Trust has not adopted a reduced payment option.

### **III. CLAIMANTS' INFORMATION**

118. Any person who requests information pursuant to TDP Section 6.5 shall pay a non-refundable expense reimbursement charge established by the Trustees.

119. Absent pre-payment of the expense reimbursement charge, the Trust will promptly return the request to the issuer advising that the request will not be processed by the Trust without pre-payment of the expense reimbursement charge.

120. Verus is not authorized to accept service of a subpoena on behalf of the Trust.

121. The Trust's counsel is not authorized to accept service of a subpoena on behalf of the Trust.

122. In the event that the Trust receives a subpoena to produce claimant information that has not been served in compliance with applicable law, the Trust will inform the serving party that it will not respond to the subpoena, but instead will seek appropriate relief, if necessary.

123. In the event that the Trust is served with a subpoena in compliance with applicable law, the Trust will provide the relevant claimant's counsel or claimant, if not represented by counsel, with a copy of the subpoena promptly upon being served. The Trustees will consult with the claimant's attorney, if the claimant is represented by counsel, or with the TAC, if the claimant is not represented by counsel, before filing a motion to quash the subpoena.

124. In the event the Trust receives a request for information purporting to be with the permission of the claimant, the Trust will only consider the request if it is an original document addressed to the Trust, with the original signature of the claimant and the claimant's counsel, if represented by counsel, and with proof of service of the request on claimant's counsel. The Trust will not respond to a request for information that fails to meet these requirements.

#### **IV. AMENDMENTS/MODIFICATIONS**

125. These Procedures may be modified or amended from time to time, by the Trustees with the consent of the TAC and the FCR.

126. Implementation of these Procedures shall be vested in the Trustees.

**Exhibit A**

Proof of Claim Form

## Combustion Engineering 524(g) Asbestos PI Trust – Claim Form –

### General Instructions for filing this Claim Form:

This claim form must be completed as thoroughly as possible to ensure prompt resolution of claims; *submitting an incomplete form may result in delays in processing and/or the Trust not being able to assign the claim a position in the first-in-first-out (FIFO) processing queue.* Please type or print neatly within the spaces provided. If an additional space is required to provide all relevant information, please attach additional copies of the relevant section of this form.

### Check the box next to the review election which best suits the injured party's situation:

Expedited     
  Individual     
  Extraordinary     
  Secondary Exposure

If requesting exigent treatment, check here:       Exigent Hardship

Law Firm's matter number for this claim: \_\_\_\_\_

Section 1: Injured Party Information					
Last Name		First Name		Middle Name	Suffix
Social Security Number	Date of Birth (mm/dd/yyyy)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Death (mm/dd/yyyy) (if applicable)	Was death asbestos related? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (if not represented by counsel)					
City	State	Zip	Daytime Telephone		

Section 2: Law Firm / Attorney Information			
<i>If represented by counsel, please provide the following information.</i>			Filer ID
Law Firm Name			
Mailing Address			
City		State	Zip Code
Attorney Last Name	Attorney First Name	Attorney Middle Name	Attorney Suffix
Direct Telephone	Facsimile	E-mail Address	

### Section 3: Asbestos Related Injury

Check the box next to the highest disease level the injured party is claiming.

Disease Level	
<input type="checkbox"/> Other Asbestos Disease (Level I)	<input type="checkbox"/> Asbestosis / Pleural Disease (Level II)
<input type="checkbox"/> Severe Asbestosis (Level IV)	<input type="checkbox"/> Other Cancer (Level V)
<input type="checkbox"/> Lung Cancer 1 (Level VII)	<input type="checkbox"/> Mesothelioma (Level VIII)
<input type="checkbox"/> Asbestosis / Pleural Disease (Level III)	<input type="checkbox"/> Lung Cancer 2 (Level VI)
Diagnosis Date (mm/dd/yyyy)	If Other Cancer (Level V), please specify malignancy

### Section 4: Smoking History (required only for Individual Review Claims for Lung Cancer 1 (Level VII) and Lung Cancer 2 (Level VI))

In the chart below, indicate each period during which the injured party smoked tobacco products and the average number of said products smoked per day.

Product <input type="checkbox"/> Cigarettes <input type="checkbox"/> Pipes	<input type="checkbox"/> Cigars	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day
Product <input type="checkbox"/> Cigarettes <input type="checkbox"/> Pipes	<input type="checkbox"/> Cigars	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day
Product <input type="checkbox"/> Cigarettes <input type="checkbox"/> Pipes	<input type="checkbox"/> Cigars	Start Date (mm/dd/yyyy)	Quit Date (mm/dd/yyyy)	Packs/Cigars/Pipes Per Day

### Section 5: Personal Representative (if applicable)

Last Name	First Name	Middle Name	Suffix
Social Security Number (optional)	Capacity of Personal Representative (i.e. Administrator, Executor, Guardian, etc.)		
Mailing Address			
City	State	Zip	Daytime Telephone



### Section 6: Asbestos Litigation and Claims History

If an asbestos-related lawsuit or claim has ever been filed on behalf of the injured party, please provide the following information.

Filing Date (mm/dd/yyyy)	State	Court	Docket Number
CE named as defendant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the injured party ever received money for an asbestos-related injury or asbestos claim from CE, CE's insurers, or the CE Settlement Trust? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "yes", amount: \$_____
Jurisdiction Selection			
If no lawsuit has ever been filed against CE on behalf of the injured party, indicate the state elected as the Claimant's Jurisdiction: _____			
Jurisdiction elected is (please check one of the following):			
<input type="checkbox"/> The state in which the injured party resided at the time of diagnosis. <input type="checkbox"/> The state in which the injured party resides when this claim is filed with the Trust. <input type="checkbox"/> A state in which the injured party experienced exposure to an asbestos-containing product, or to conduct that exposed the injured party to an asbestos-containing product, for which CE has legal responsibility.			

### Section 7: Occupational Exposure to Asbestos Products

Provide information below for each location at which the injured party alleges exposure to an asbestos-containing product, or to conduct that exposed the claimant to an asbestos-containing product, for which CE has legal responsibility. If the duration of the injured party's CE Exposure is not sufficient to meet the other exposure criteria (Significant Occupational Exposure or cumulative occupational exposure) for the Disease Level in question, please provide information regarding other asbestos exposure to satisfy the applicable exposure criteria. List each site, industry, and occupation combination separately. Provide the complete name and location of each individual site. Attach additional copies of this page if more space is required.

#### Part 1

Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Occupation		
Site of Exposure (name of plant, site, ship or vessel)		City	State	Country
Industry in which exposure occurred (see Industry Codes attached as Exhibit A to the Instructions for Filing Claims.) If Industry Code <u>OT</u> (other) is designated, specify the other industry:				
Names of all asbestos-containing products to which injured party was exposed and for which injured party alleges CE is legally responsible.				

Description of Significant Occupational Exposure at this jobsite (check all that apply)

- Injured party handled raw asbestos fibers on a regular basis.
- Injured party fabricated asbestos-containing products such that the injured party in the fabrication process was exposed on a regular basis to raw asbestos fibers.
- Injured party altered, repaired, or otherwise worked with an asbestos-containing product such that the injured party was exposed on a regular basis to raw asbestos fibers.
- Injured party was employed in an industry and occupation such that the injured party worked on a regular basis in close proximity to workers engaged in one or more of the above three activities.
- Other (please describe in as much detail as possible):

**Part 2**

If the injured party is filing as an Extraordinary Claim, provide a clear and concise declaration as to how the claim satisfies Section 5.4(a) of the TDP:

**Section 8: Secondary Exposure**

*If the injured party's asbestos exposure was solely due to exposure to an occupationally exposed person (OEP), the claimant must provide the information below. Please also complete Section 7, Part 1 with the exposure information for the OEP. Claims resulting solely from exposure to an OEP may be submitted to the Trust pursuant to Individual Review.*

Date Exposure to OEP Began (mm/dd/yyyy)	Date Exposure to OEP Ended (mm/dd/yyyy)	Relationship to OEP
---	---	---------------------

Description of how injured party was exposed through the OEP to an asbestos-containing product, or to conduct that exposed the injured party to an asbestos-containing product, for which CE has legal responsibility:

**Section 9: Employment / Earnings Information (required only for claims for lost wages or Exigent Hardship Claims based upon lost wages)**

*If economic losses are being claimed, please enclose an economic loss report, IRS Form W-2, the first page of IRS Form 1040, or other relevant supporting documentation.*

Current Employment Status (check all that apply)

- Full-time
  Part-time
  Retired  
 Partially Disabled
  Fully Disabled
  N/A (deceased)

Amount of last annual wages

Date of last wages received (mm/dd/yyyy)

**Section 10: Dependents (not required for Expedited Review)**

*List injured party's spouse and/or any other dependents.*

**Dependent 1**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 2**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 3**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Dependent 4**

Last Name	First Name	Middle Name	Suffix
Relationship to injured party		Date of Birth (mm/dd/yyyy)	Financially Dependent? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Section 11: Certification and Signature

***This claim form must be signed by the injured party's attorney or, if the injured party is not represented by an attorney, the injured party or the injured party's personal representative.***

***If signed by an attorney, by signing below, the attorney certifies that the attorney is authorized to file this claim and that the information and materials with respect to this claim, submitted now or in the future, including any supplemental documentation or information, changes and corrections, are and will be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States. In addition, by signing below, the attorney certifies and warrants that if this claim is filed on behalf of the injured party and/or the injured party's estate, the person filing the claim is authorized by law to file this claim on behalf of the injured party, the injured party's heirs, representatives, successors, assigns and estate.***

***If signed by the injured party or personal representative, I (the injured party or personal representative) have reviewed the information submitted on this claim form and all documents submitted in support of this claim. I hereby certify, under penalty of perjury, the information submitted is accurate.***

Signature of Injured Party, Personal Representative, or Attorney	Date Signed (mm/dd/yyyy)
--	--------------------------

Print Name Here
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Signatory's Relationship to Injured Party
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***To file by mail, send this completed form and all supporting documentation to:***

Combustion Engineering 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540

## Section 12: Checklist of Supporting Documentation

***Please attach the following supporting documentation to the completed claim form.***

*For all claimants:*

- Medical records supporting the diagnosis of the claimed Disease Level (see filing instructions for requirements).
- Proof of CE Exposure, as set forth in the filing instructions.

*For deceased injured parties:*

- Death certificate.

*For claims for lost wages or Exigent Hardship Claims based upon lost wages:*

- Documentation supporting the claim that any and all wage loss incurred by the injured party was the result of the injured party's asbestos-related disease. This documentation would include, but not be limited to, medical records and/or reports, reports from governmental or insurance agencies and/or reports from the injured party's most recent employer.
- Tax returns and/or W-2 forms for the last three (3) full years of employment.

*Other supporting documentation, as applicable:*

- Letters of Administration or other proof of the personal representative's official capacity (if applicable).

*If you are filing an Individual Review claim and have additional information (see TDP section 5.3(b)(2)) you would like the Trust to consider in evaluating your claim, please include any related documents or information with the Claim Form.*

**Exhibit B**

Instructions for Filing Claims with the Combustion Engineering 524(g) Asbestos PI Trust

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

The Combustion Engineering 524(g) Asbestos PI Trust (the “Trust”) was established as a result of the bankruptcy of Combustion Engineering, Inc. (“CE”). The Trust was created to process, liquidate and pay valid asbestos personal injury claims in accordance with the Combustion Engineering 524(g) Asbestos PI Trust First Amended and Restated Asbestos PI Trust Distribution Procedures (effective September 16, 2009) (as may be amended from time to time, the “TDP”).

These instructions provide an overview of how to file a claim with the Trust and are intended to assist claimants (*i.e.*, the injured party or his or her personal representative) in filing a complete and valid claim. All legal requirements for a valid claim, however, are set forth in full in the TDP. In the event of an inconsistency between these instructions and the TDP, the TDP shall govern. A copy of the TDP may be found at [www.cetrust.org](http://www.cetrust.org). The Combustion Engineering 524(g) Asbestos PI Trust Revised and Restated Procedures for Reviewing and Liquidating TDP Claims (as may be amended from time to time, the “Procedures”) set forth the Trust’s procedures for reviewing and liquidating claims and may be found at [www.cetrust.org](http://www.cetrust.org). These instructions are organized in four sections:

- How do I file a claim with the Trust?
- How will claims be processed?
- What are the requirements for a valid claim under the TDP?
- How will I receive payment if I have a valid claim?

### ***Section 1: How do I file a claim with the Trust?***

To file a claim, you must submit a completed Claim Form along with all of the required supporting documentation. The supporting documentation is discussed below. You may submit your Claim Form to the Trust by mail, by facsimile, by e-mail in Excel format, by e-mail in PDF format, or online using the Verus Claims Services, LLC (“Verus”) online claim filing system. A copy of the Claim Form in Excel format is available for download at [www.cetrust.org](http://www.cetrust.org). You may also provide the supporting documentation in paper or in electronic format (as either PDF or TIFF files). All materials must be sent to the Trust by mail, e-mail or facsimile, or submitted online by using the following addresses:

#### **Mail Submissions:**

Combustion Engineering 524(g) Asbestos PI Trust  
C/O Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540  
Telephone: (609) 466-0427  
Facsimile: (609) 466-1449  
E-mail: [support@verusllc.com](mailto:support@verusllc.com)

**Online submissions:** <https://trust.verusllc.com>

To use the Trust’s online filing system, law firms must first execute the Electronic Filer Agreement. The Electronic Filer Agreement is available for download at [www.cetrust.org](http://www.cetrust.org). The Trust strongly recommends

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

that law firms make use of the online filing option, as it significantly reduces the time and expense required for processing claims.

All law firms must also complete the Law Firm Registration Form prior to submitting claims. The Law Firm Registration form is also available for download at [www.cetrust.org](http://www.cetrust.org). Registering with the Trust is required in order for the Trust to confirm tax identification numbers prior to making disbursements, as required by the Internal Revenue Service.

Every effort should be made to submit the Claim Form and all required documentation at the same time. Incomplete submissions will not be placed in the first-in-first-out processing queue (the “FIFO Processing Queue”) – and therefore will not be reviewed by the Trust – until such time as any missing required information and/or documentation is provided by the claimant. Incomplete submissions also increase processing time for all claimants and consume valuable Trust resources which would otherwise be available for the payment of claims. Questions regarding the Claim Form and claim processing may be directed to:

Dan Myer (609) 466-0427 x1006 [dmyer@verusllc.com](mailto:dmyer@verusllc.com)

Mark Eveland (609) 466-0427 x1004 [meveland@verusllc.com](mailto:meveland@verusllc.com)

### ***Prior Claims***

If a claimant received a payment from Combustion Engineering, Inc., its insurers, or from the CE Settlement Trust, the Trust will review any release executed by the claimant to determine eligibility for compensation from the Trust.

### ***Statutes of Limitations and Repose***

All claims must be filed before the expiration of the relevant statutes of limitations and repose. See Section 5.1(a)(2) of the TDP for details on the application of the statutes of limitations and repose and tolling provisions. For purposes of statutes of limitations and repose, a claim will be deemed to be filed when the Trust has assigned a Claim ID Number. A Claim ID Number is assigned when a claimant’s name and Social Security Number are filed with the Trust.

### ***Disease Levels***

Claims are categorized according to eight asbestos-related Disease Levels. The Disease Levels are:

Mesothelioma (Level VIII)

Lung Cancer 1 (Level VII)

Lung Cancer 2 (Level VI)

Other Cancer (Level V)

Severe Asbestosis (Level IV)

Asbestosis/Pleural Disease (Level III)

Asbestosis/Pleural Disease (Level II)

Other Asbestos Disease – Cash Discount Payment (Level I)



## Combustion Engineering 524(g) Asbestos PI Trust

### Instructions for Filing Claims

Each Disease Level has been assigned medical and exposure criteria. Seven Disease Levels have Scheduled Values (for Expedited Review), and five Disease Levels have ranges of values (for Individual Review). The Disease Level values have been selected and derived with the intention of achieving a fair allocation of the Trust’s funds as among injured parties suffering from different diseases in light of the best available information considering the settlement history of CE and the rights claimants would have in the tort system absent the bankruptcy.

#### ***Required Information and Supporting Documentation***

Claims will only be placed in the FIFO Processing Queue for further review by the Trust when they are determined to be “sufficiently complete to be reviewed” per Section 5.1(a)(1) of the TDP. In order to meet the “sufficiently complete to be reviewed” requirement, all of the following information and supporting documentation must be provided:

#### ***Required Information***

Claim Form Section	Label
Claims Process	Expedited Review or Individual Review
Section 1: Injured Party Information	Last Name
Section 1: Injured Party Information	First Name
Section 1: Injured Party Information	Social Security Number
Section 1: Injured Party Information	Date of Birth
Section 1: Injured Party Information	Date of Death (if applicable)
Section 1: Injured Party Information	Gender
Section 2: Law Firm/Attorney Information	Filer ID
Section 3: Asbestos Related Injury	Disease Level
Section 3: Asbestos Related Injury	Diagnosis Date
Section 6: Asbestos Litigation and Claims History	Lawsuit or Claim Filing Date (if a lawsuit or claim was filed)
Section 6: Asbestos Litigation and Claims History	State Filed (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Court (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Docket Number (if a lawsuit was filed)
Section 6: Asbestos Litigation and Claims History	Jurisdiction Selection (if no lawsuit was filed)
Section 7: Occupational Exposure to Asbestos Products	Start Date
Section 7: Occupational Exposure to Asbestos Products	End Date
Section 7: Occupational Exposure to Asbestos Products	Occupation
Section 7: Occupational Exposure to Asbestos Products	Site of Exposure
Section 7: Occupational Exposure to Asbestos Products	Site Location City
Section 7: Occupational Exposure to Asbestos Products	Site Location State
Section 7: Occupational Exposure to Asbestos Products	Site Location Country
Section 7: Occupational Exposure to Asbestos Products	Industry
Section 7: Occupational Exposure to Asbestos Products	Names of all asbestos-containing products used at this site which injured party was exposed to and which injured party alleges CE is legally responsible
Section 7: Occupational Exposure to Asbestos Products	Description of Significant Occupational Exposure

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

### ***Required Supporting Documentation***

*For all claimants:*

- Medical records supporting the diagnosis of the claimed Disease Level.
- Proof of CE exposure, as required by the TDP.
- Death certificate (if applicable).

*For claimants asserting claims for lost wages or Exigent Hardship Claims based upon lost wages:*

- Documentation supporting the claim that any and all wage loss incurred by the injured party was the result of the injured party's asbestos-related disease. This documentation would include, but not be limited to, medical records and/or reports, reports from governmental or insurance agencies and/or reports from the injured party's most recent employer.
- Tax returns and/or W-2 forms for the last three (3) full years of employment.

### ***Section 2: How will claims be processed?***

#### ***FIFO Processing Order***

In general, claims will be processed and a liquidated value will be assigned to claims in the order in which the claims are received by the Trust, on a first-in-first-out basis. The Trust assigns a FIFO processing number when the claim is deemed sufficiently complete to be reviewed (as specified above under ***Required Information and Supporting Documentation***). See the Procedures for discussion regarding the FIFO Processing Queue.

See section 5.1(a)(1) of the TDP for detailed FIFO processing specifications.

#### ***Liquidation of Claims***

When filing a claim, the claimant may elect either Expedited Review or Individual Review. If a claim is eligible for Expedited Review and no election is indicated by the claimant at the time the claim is filed, the Trust will review the claim under the Expedited Review process.

Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review process may likely be paid later than would have been the case had the claimant elected the Expedited Review process. If the claimant is seeking Individual Review, Sections 4, 9 and 10 of the Claim Form must be completed to the extent applicable.

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

### *Expedited Review*

Expedited Review is explained in Section 5.3(a) of the TDP. All claimants, except those with claims for Lung Cancer 2 (Disease Level VI) and Extraordinary Claims, may elect Expedited Review of their claim. Under Expedited Review, the Trust will determine whether the claim meets the presumptive medical and exposure criteria for one of the seven Disease Levels eligible for Expedited Review and will advise the claimant of its determination. If the Trust determines that a claim meets the criteria for one of the seven Disease Levels, the Trust will assign the claim the established Scheduled Value for that Disease Level. The Disease Levels and Scheduled Values are set forth at section 5.3(a)(3) of the TDP, and reproduced below. The Trust will tender to the claimant an offer of payment in an amount equal to the Scheduled Value multiplied by the Payment Percentage, as explained below. If the claimant accepts the offer, the claim will be paid as set forth in Section 4 of these instructions. If the claimant rejects the offer, the claimant may request Individual Review.

Alternatively, if the Trust concludes that a claim does not meet the presumptive Medical/Exposure Criteria for one of the seven Disease Levels eligible for Expedited Review, the Trust will deny the claim. If the Trust denies the claim, the claimant may then request Individual Review. If the Trust concludes that the claimant has not submitted medical or exposure evidence necessary to satisfy the claimed Disease Level, the Trust will issue a deficiency notice to the claimant. Unless the claimant has requested that the claim be deferred, if the claimant fails to submit medical or exposure evidence sufficient to cure the deficiency within 180 days of notice of deficiency, the Trust will deem the claim withdrawn pursuant to Section 6.3 of the TDP.

### *Individual Review*

The Trust's Individual Review process provides a claimant with an opportunity for individual consideration and evaluation of a claim. All Lung Cancer 2 (Level VI) claims must be submitted for Individual Review. In addition, all Extraordinary Claims, as defined in Section 5.4(a) of the TDP, must be submitted for Individual Review. Exigent Hardship Claims, as defined in Section 5.4(b) of the TDP, and claims for secondary exposure, as described in Section 5.5 of the TDP, may be submitted for Individual Review.

Claimants whose claims fail to meet the presumptive Medical/Exposure Criteria for Disease Levels II and III are also eligible to seek Individual Review. For Disease Levels II and III, if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust may offer the claimant a liquidated value up to the Scheduled Value for the relevant Disease Level, unless the claim qualifies as an Extraordinary Claim as described in Section 5.4(a) of the TDP.

In addition, claimants holding claims in Disease Levels IV, V, VII or VIII may seek Individual Review in order to determine whether the liquidated value of their claims exceeds the Scheduled Value for the relevant Disease Level. However, unless the claim qualifies as an Extraordinary Claim as described in Section 5.4(a) of the TDP, the liquidated value of a Disease Level IV-VIII claim determined under Individual Review may not exceed the Maximum Value for the relevant Disease Level, as set forth in Section 5.3(b)(3) of the TDP. Also, the liquidated value of any claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

Review.

Please refer to Section 5.3(b)(2) of the TDP for the valuation factors considered in the Individual Review process.

If the Trust determines that a claim for any Disease Level is deficient or does not qualify for payment, then the Trust will issue a notice of deficiency to the claimant or deny the claim. Unless the claimant has requested that the claim be deferred, if the claimant fails to submit medical or exposure evidence sufficient to cure a deficiency within 180 days of notice of deficiency, the Trust will deem the claim withdrawn pursuant to Section 6.3 of the TDP.

If the Trust determines that the claim is compensable under the TDP, Verus, on behalf of the Trust, will notify the claimant of the Trust's settlement offer. If the claimant believes that the offer undervalues the claim, the claimant may provide the Trust with an explanation of the reasons for this belief. The claimant may also provide further information to support a higher value. The claimant should provide the Trust with all information, documents, physical and demonstrative evidence, and sworn statements of the claimant and any other person to support the claimant's valuation of the claim. Verus may respond with a revised offer and/or an explanation of the reasons for the Trust's offer. Verus and the claimant shall use their best efforts to complete this process within 30 days after Verus had made an offer to the claimant. If this process does not result in a settlement, Verus will provide the claimant with (i) a written explanation of the Trust's application of the TDP factors to the claim and (ii) a final offer. Verus will provide the claimant with an opportunity to respond to the written explanation and final offer. If the claimant rejects the Trust's final offer, the claimant shall inform the Trust in writing and shall state the claimant's final demand.

If a claimant rejects the final offer after an Individual Review, the claimant may challenge the resolution of the claim under the Trust's Alternative Dispute Resolution ("ADR") Procedures. The Trust's ADR Procedures provide for mediation and/or binding or non-binding arbitration. See Section 5.10 of the TDP. As any arbitration will be limited to the information in the claim file, the claimant should submit all evidence and other information in support of the claim for the Trust's consideration prior to the completion of Individual Review. The Trust will issue a Notice of Completion of Individual Review setting a 30 day deadline for the claimant to demand mediation and/or arbitration. The Notice of Completion of Individual Review will record the Trust's final offer and the claimant's final demand. For further information, see the ADR Procedures, Exhibit C to the Procedures, and published at [www.cetrust.org](http://www.cetrust.org).

### ***Extraordinary and Exigent Hardship Claims***

The TDP provides for Extraordinary Claims and for Exigent Hardship Claims. For details of the requirements for each of these types of claims, see Section 5.4 of the TDP.

### ***Section 3: What are the requirements for a valid claim under the TDP?***

#### ***General Requirements***

All claimants are required to submit a complete Claim Form with the required supporting documentation.

## Combustion Engineering 524(g) Asbestos PI Trust

### Instructions for Filing Claims

Generally, at a minimum, the supporting documentation must consist of a medical report from the diagnosing physician and a death certificate, if applicable.

The following chart, used for Expedited Review, summarizes the Scheduled Values and Medical/Exposure Criteria for the various Disease Levels. This chart is only intended as a general guideline for a valid claim. As stated throughout these instructions, the TDP must be consulted to determine whether the claim satisfies the requirements for a valid claim. See Section 5.3(a)(3) of the TDP for all applicable criteria.

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma (Level VIII)	\$75,000	(1) Diagnosis of mesothelioma; and (2) CE Exposure.
Lung Cancer 1 (Level VII)	\$ 25,000	(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.
Lung Cancer 2 (Level VI)	None	(1) Diagnosis of a primary lung cancer, (2) CE Exposure, and (3) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.
Other Cancer (Level V)	\$ 6,000	(1) Diagnosis of a primary colorectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the other cancer in question.
Severe Asbestosis (Level IV)	\$ 25,000	(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos, plus (a) TLC less than 65%, or (b) FVC

## Combustion Engineering 524(g) Asbestos PI Trust

### Instructions for Filing Claims

less than 65% and FEV1/FVC ratio greater than 65%, (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary impairment in question.

Asbestosis/  
Pleural Disease (Level III)                      \$ 4,800

(1) Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology, or Bilateral Asbestos-Related Nonmalignant Disease of B2 or greater, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months CE Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary impairment in question.

Asbestosis/  
Pleural Disease (Level II)                      \$ 1,800

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months CE Exposure, and (3) five years cumulative occupational exposure to asbestos.

Other Asbestos Disease  
(Level I Cash Discount Payment)              \$ 250

(1) Diagnosis of Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy other than mesothelioma, and (2) CE Exposure.

#### ***Medical Evidence***

In general, all diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the injured party's exposure sufficient to establish a 10-year latency period. Medical records supporting the claimed Disease Level must be submitted with the Claim Form.

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

For further details regarding medical evidence required for a valid claim, see Section 5.7(a) of the TDP.

### ***Exposure Evidence***

In general, to meet the presumptive exposure requirements for Expedited Review, the claimant must show:

- For all Disease Levels, CE Exposure (as described below and as set forth in the TDP) prior to December 31, 1982.
- For Disease Level II, six months of CE Exposure (as described below and as set forth in the TDP) prior to December 31, 1982, plus five years of cumulative occupational exposure to asbestos.
- For Disease Levels III, IV, V or VII, six months of CE Exposure (as described below and as set forth in the TDP) prior to December 31, 1982, plus Significant Occupational Exposure (as described below and as set forth in the TDP) to asbestos.

If the claimant cannot meet the presumptive exposure requirements for a Disease Level for Expedited Review, the claimant may seek Individual Review. For further details regarding exposure evidence required for a valid claim, see Section 5.7(b) of the TDP.

### ***CE Exposure***

See Section 5.7(b)(3) of the TDP for the required showing of CE Exposure.

The Claim Form requires the claimant to list the industry in which the injured party worked at the time the CE Exposure occurred. Attached hereto as Exhibit A is the Combustion Engineering, Inc. Industry Codes. Please use the specified codes in designating the injured party's industry for purposes of completing the Claim Form. If signed by the injured party, execution of a fully completed Claim Form under penalty of perjury will be accepted as evidence of exposure for purposes of Section 5.7(b)(3) of the TDP. See Claim Form, Part 11.

### ***Significant Occupational Exposure***

Claims submitted for Disease Levels III, IV, V or VII must demonstrate Significant Occupational Exposure in order to meet the presumptive exposure requirements for Expedited Review. See Section 5.7(b)(2) of the TDP for the required showing of Significant Occupational Exposure.

### ***Section 4: How will I receive payment if I have a valid claim?***

Once a claim is liquidated, it is placed in line for payment. Prior to payment, the Trust will require that the claimant execute a release. The order of payment is based on the date of the Trust's receipt of the executed release. If the claim is made by a personal representative, the executed release must be accompanied by Letters of Administration or other proof of the personal representative's capacity unless such documentation has previously been submitted to the Trust. The claimant will receive a payment equal to the Payment Percentage multiplied by the liquidated value of the claim. If the claimant is represented by an attorney, the payment will be made to the attorney on behalf of the claimant. If the claimant is not represented by an attorney, the payment will be made directly to the claimant. See the Procedures for a full explanation of the Trust's payment procedures.

# Combustion Engineering 524(g) Asbestos PI Trust

## Instructions for Filing Claims

### *Payment Percentage*

Except for claims involving Other Asbestos Disease (Disease Level I), all claims are subject to the Payment Percentage. The Payment Percentage is the percentage of the full liquidated value of a claim that claimants will receive from the Trust. The Payment Percentage is calculated based on the Trust's estimate of the number, types and values of present and future claims and the value of the Trust's assets after considering the Trust's operating expenses. The current Payment Percentage is published on the Trust's website at [www.cetrust.org](http://www.cetrust.org). The claimant should understand, however, that the Payment Percentage in effect at the time of actual payment will be applied to determine the payment amount.

The Trustees, with the consent of the Trust Advisory Committee and Future Claimants' Representative, may adjust the Payment Percentage to reflect updated forecasts of the Trust's assets and liabilities. Because there is uncertainty in the prediction of both the number and severity of future claims, and the amount of the Trust's future assets, no guarantee can be made of the Payment Percentage. If the Payment Percentage is increased over time, claimants whose claims were liquidated and paid in prior periods under the TDP will receive supplemental payments, subject to the limitations described in Section 4.3 of the TDP.

### *Annual Payment Limitations*

To assure that the Trust has adequate resources to pay similarly situated present and future claims in similar amounts, the Trust's payments to all claimants in any year may not exceed the Maximum Annual Payment for that year. See Section 2.4 of the TDP for information regarding the Maximum Annual Payment.

In addition, payments are subject to the Claims Payment Ratio. 87% of the Maximum Annual Payment may be used to pay claims in Disease Levels IV-VIII in a given year, and 13% of the Maximum Annual Payment may be used to pay claims in the other Disease Levels. See Section 2.5 of the TDP for information regarding the Claims Payment Ratio. If the Maximum Annual Payment is insufficient to pay all liquidated claims in the relevant Disease Levels for any year, the claims will be carried over to the next year and will retain their priority in the payment line.



**Combustion Engineering 524(g) Asbestos PI Trust**  
**Instructions for Filing Claims**

**Exhibit A**

Combustion Engineering, Inc. Industry Codes

<u>Industry Code</u>	<u>Industry Description</u>
AA	Aerospace Aviation (AA)
AM	Aluminum / Metals (AM)
AB	Asbestos Abatement (AB)
AU	Auto manufacturer (AU)
AS	Automobile mechanical / friction (AS)
BO	Building Occupant / Bystander (BO)
CI	Chemical Industry (CI)
CR	Commercial/Residential Construction (CR)
CT	Construction Trades (CT)
FA	Factory / Mfg. (FA)
FO	Foundry (FO)
GC	General Construction (GC)
GF	Glass Manufacturing (GF)
IN	Insulation (IN)
LG	Longshore (LG)
MA	Maritime (MA)
MY	Military (MY)
MI	Mines (MI)
OT	Other (OT)
PM	Paper Mill / Fabrication (PM)
RE	Petrochemical / Refinery (RE)
PH	Powerhouse / Utilities (PH)
RR	Railroad (RR)
SC	Schools (SC)
SY	Shipyard – Construction / Repair (SY)
SP	Steel / Iron (SP)
TX	Textile (TX)
RU	Tire / Rubber Industry (RU)
UN	Unknown (UN)
VA	Various (VA)

**Exhibit C**

Alternative Dispute Resolution Procedures

**COMBUSTION ENGINEERING 524(g) ASBESTOS PI TRUST**  
**ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES**  
**(effective January 19, 2017)**

Pursuant to Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures (“TDP”) and the Second Revised and Restated Procedures for Reviewing and Liquidating TDP Claims (“Procedures”), the Combustion Engineering 524(g) Asbestos PI Trust (“Trust”) hereby establishes the following Alternative Dispute Resolution (ADR) Procedures for TDP Claims as defined in the TDP (“ADR Procedures”).

These ADR Procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP. All submissions hereunder must be in English, and all proceedings under these ADR Procedures shall be conducted in English.

**I. ADR ADMINISTRATION**

A. As provided in the Procedures, the American Arbitration Association (“AAA”) has been retained by the Trust to administer the ADR Procedures pursuant to the TDP and the Procedures. Fees and costs charged by AAA for administering the ADR Procedures, including the mediator’s and/or arbitrator’s fee, will be paid by the Trust. No filing fee is required of the claimant.

B. AAA maintains and operates an electronic claims management system that the Trust and a TDP Claimant may use for submitting TDP Claims to the ADR Procedures, for document submission and for communication by email. The AAA will issue guidelines and directives for the use of that system, known as WebFile.

C. Using WebFile, Verus Claims Services, LLC (“Verus”), will electronically submit the claim file for each TDP Claim subject to the ADR Procedures. Once submitted in the

WebFile system, the Trust, Verus and the claimant may electronically access the ADR file for the claim and monitor the status of the mediation and/or arbitration.

D. The claimant may submit position papers and communicate with AAA by mail, by email or by the use of WebFile. If by mail, AAA will scan the communication into the electronic claim file.

E. AAA may develop implementation forms, in consultation with and subject to the approval of the Trust.

F. At the direction of the Trust, AAA maintains a panel of mediators and a panel of arbitrators. The panel of mediators shall be comprised of retired judges and lawyers with experience mediating toxic tort cases or other relevant experience, to be maintained on a regional basis. The panel of arbitrators shall include persons on the panel of arbitrators for the Manville Personal Injury Settlement Trust as of April 1, 2007, who agree to serve as arbitrators for the Trust, as well as experienced arbitrators who may be added from time to time by agreement, including retired judges and other persons with experience in asbestos litigation.

G. The AAA contact person for the administration of these ADR Procedures is Bryan Corbett, Manager of ADR Services, American Arbitration Association, 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345, Phone: 470-237-5366, E-mail: [CorbettB@adr.org](mailto:CorbettB@adr.org).

H. Acts of the Trust regarding the submission of TDP Claims under these ADR Procedures may be performed, on behalf of the Trust, by Verus.

I. Time Limits.

a. With regard to mediation, time limits established by these ADR Procedures may be extended by the AAA for cause.

b. With regard to arbitration, time limits established by these ADR Procedures may be extended by the arbitrator for cause. In the event the arbitrator extends a time

limit, the arbitrator shall include in the arbitration record an order stating the reasons supporting a finding of cause for the extension.

J. Amendments. Except as otherwise directed by the Bankruptcy Court, these ADR Procedures, as they may be amended by the Trustees, with the consent of the Trust Advisory Committee and the Future Claimants' Representative, will be binding on the parties in the form in which they are in force on the date the TDP Claimant signs the Demand for Arbitration.

## **II. CONFIDENTIALITY OF ADR PROCEDURES**

1. Mediations and arbitrations covered by these ADR Procedures shall be deemed settlement conferences, and all submissions in connection therewith shall be treated as made in the course of settlement discussions and intended by the parties to be confidential and protected by all applicable privileges under the applicable state, federal and foreign law, including, but not limited to, those directly applicable to settlement discussions.

2. Rule 408 of the Federal Rules of Evidence shall apply to all aspects of mediations and arbitrations covered by these ADR Procedures, including, without limitation, all submissions made in connection therewith.

3. All mediation and arbitration proceedings conducted under these ADR Procedures are subject to the Confidentiality of Claimants' Submissions provision of Section 7.11 of the TDP.

4. Information disclosed to a mediator or arbitrator by the parties or by witnesses, if any, in the course of these ADR Procedures shall not be divulged by the mediator or arbitrator, as the case may be. All records, reports or other documents received by the mediator or arbitrator while serving in that capacity shall be confidential.

5. The mediator or arbitrator shall not be compelled to divulge such records or to testify in regard to the mediation or arbitration in any adversary proceeding or judicial forum,

except as otherwise provided in these ADR Procedures regarding the decision of the arbitrator in binding arbitration.

6. The parties and the AAA shall maintain the confidentiality of the mediation and arbitration and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, (i) views expressed or suggestions made by another party with respect to a possible settlement of the TDP Claim; (ii) admissions made by another party in the course of proceedings under these ADR Procedures; (iii) proposals, decisions or awards made or views expressed by the mediator or arbitrator; (iv) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the mediator or arbitrator; or (v) the fact that mediation or arbitration was requested, undertaken and/or completed; provided, however, (a) the decision of an arbitrator in binding arbitration may be introduced as evidence in a proceeding to enforce such decision and (b) the fact (i) that mediation or arbitration was requested, undertaken and/or completed or (ii) that a party failed to request, undertake and/or complete mediation or arbitration, may be introduced as evidence to the extent necessary to establish or challenge compliance with the TDP requirements for commencement of litigation on a TDP Claim.

7. The AAA and, in the case of arbitration, the arbitrator, shall have authority to make appropriate rulings to safeguard the confidentiality provided herein, unless the parties agree otherwise.

### **III. RULES GOVERNING MEDIATION**

#### ***A. Election by TDP Claimant***

Pursuant to the Procedures, the TDP Claimant shall file with the Trust the Demand for Arbitration. Procedures, Exhibit 1. The Procedures provide for mediation prior to arbitration, unless waived by the TDP Claimant. Absent waiver, the TDP Claim shall be submitted to mediation. The TDP Claimant shall either select or waive mediation at the time of filing the

Demand for Arbitration using the form provided at Exhibit 1 of the Procedures. Within five (5) days of filing the Demand, Verus will electronically submit the claimant's file to AAA using WebFile. On the date of submission of the claim, AAA will establish a claim file and provide notice to the claimant and the Trust.

***B. Parallel Proceeding***

Within three (3) days after the submission on WebFile of a claim by a TDP Claimant choosing mediation, the AAA shall retain a mediator from the panel of mediators. The AAA shall select the mediator based upon the region in which the claimant is located. Within five (5) days of the selection of the mediator, AAA shall contact the claimant, the Trust and the mediator to schedule a mediation conference. The mediation conference shall be scheduled within forty-five (45) days of the selection of the mediator. The mediation will take place at the claimant's location unless the parties agree otherwise. The appointment of the arbitrator will continue during this phase.

***C. Mediation Statements***

At least five (5) days prior to the mediation conference, the claimant and the Trust shall each submit to the mediator detailed written submissions consisting of a confidential statement outlining the claimant's medical condition, exposure to Combustion Engineering products, and each party's position on the overall claim value. The AAA shall provide the mediator with the Trust's file on the claimant. The parties may refer the mediator to documents and medical reports in the file that they believe are relevant to the claim. The mediator shall review the claim, referenced documents and the parties' positions prior to the mediation conference. The mediation statements shall comply with the following:

1. The statements should not exceed ten (10) double space typewritten pages exclusive of attachments.

2. Unless the parties agree otherwise or for cause shown to the mediator, the statements may not introduce factual matter not contained in the Trust's file on the claim.

***D. Mediation Procedures***

1. Any party may be represented by counsel at the mediation conference. The mediator shall confer with counsel for the parties and, if the claimant is present and consents, with the claimant. A representative of the Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference.

2. The mediator may facilitate settlement in any manner the mediator believes appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives and develop settlement options. The mediator will decide when to hold joint conferences, and when to confer separately with each party. The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. If the parties fail to develop mutually acceptable settlement terms, and if the parties jointly request, before terminating the procedure, (a) the mediator may at his/her discretion submit to the parties a final settlement proposal; or (b) the mediator may at his/her discretion give the parties an evaluation of the likely outcome of the claim if it were tried to final judgment, subject to any limitations under the TDP and any applicable ethical guidelines or rules. Neither a settlement proposal nor an evaluation as described above shall be in writing unless both parties agree.

***E. Confidentiality of Mediation***

All mediations shall be governed by Part II, above.

***F. Completion of Mediation***



1. At the conclusion of the mediation, if requested by the mediator and the parties agree, the mediator may require the parties to exchange written settlement offers that shall remain open for ten (10) days. If after the expiration of that ten (10) day period neither party accepts the other's written offer or the parties do not otherwise settle the matter by providing the AAA with a written statement of settlement, the AAA will continue the arbitration procedures unless the claimant informs the Trust and the AAA in writing that the claimant will no longer pursue the claim.

2. Within three (3) days of the parties providing the AAA with written statements of settlement, the AAA will issue a notice of settlement to the parties. Within three (3) days following the receipt of the notice of settlement, the Trust will send the form of release to the claimant as provided in the Procedures. The Trust will pay the claim in accordance with the Procedures.

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

##### ***A. Election by TDP Claimant***

Pursuant to the Procedures, the TDP claimant will have elected binding or non-binding arbitration at the time of the filing with the Trust of the Demand for Arbitration. Procedures, Exhibit 1.

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

1. No more than three (3) days after the submission on WebFile of a Demand for Arbitration, AAA shall screen for conflicts and select three potential arbitrators from a rotating list kept by AAA. Assignments of arbitrators will be made by AAA on a rotating basis among the national Trust arbitrator panel with the location of the claimant taken into account for the selection of the proposed arbitrator unless the parties agree otherwise. In the case of a Foreign Claim, the potential arbitrators shall be individuals in the Claimant's Jurisdiction. The parties

may agree that AAA should not consider the location of the claimant. The parties may also agree to the selection of an arbitrator not on the panel. Within three (3) days of selecting the potential arbitrators, AAA shall notify the arbitrators, including notifying the arbitrators of the time frame for the arbitration under these procedures. Within six (6) days of notice, a potential arbitrator shall inform AAA of any conflicts or relationships or if the potential arbitrator is unable or unwilling to serve. If the potential arbitrator informs AAA of any conflicts or relationships or that the 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 selected. No more than fifteen (15) days after the submission of the claim for arbitration, AAA shall inform the Trust and the claimant of the names of the potential arbitrators. If the Trust or the claimant believes that a potential arbitrator has a conflict, the party shall inform the AAA. The AAA shall make a determination as to whether a conflict exists and, if it determines that a conflict exists, shall select a replacement and notify the Trust and the claimant.

2. Within six (6) days of receipt of the list of potential arbitrators, both the claimant and the Trust may select, and identify to AAA, one potential arbitrator to be stricken from the list. Within three (3) days of the earlier of (i) receipt of the claimant's and the Trust's strikes or (ii) the expiration of the six (6) day period for striking arbitrators, AAA shall appoint the arbitrator. If the claimant and Trust each strike a different arbitrator, the remaining arbitrator will 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 or strike the same arbitrator, AAA shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the Trust's rotating list. Within five (5) days following issuance by the AAA of a notice of the completion of mediation without settlement, the AAA shall notify the parties of the selection of the arbitrator. In the event the claimant waived mediation, the AAA shall notify the parties of the selection of

the arbitrator upon the determination of the arbitrator following the time deadlines contained in this paragraph.

3. Upon appointment, the arbitrator shall execute a formal notice of appointment and the arbitrator's oath, including, without limitation, an agreement to abide by these ADR Procedures. Immediately thereafter, the arbitrator shall provide notice to AAA, the Trust and the claimant of any circumstances likely to affect impartiality including any bias or financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. In addition, recognizing that the arbitrator may not learn of witnesses, examining physicians and other such information until at or after the pre-hearing conference, the arbitrator has a continuing duty to consider and provide notice of circumstances likely to affect the arbitrator's impartiality. The Trust or the claimant may within ten (10) days of such a notice submit to AAA an objection to the continued service of the arbitrator. AAA shall determine whether the arbitrator shall be disqualified and shall inform the parties of the decision, which shall be final. In the event of a disqualification, the AAA shall appoint the next remaining arbitrator, if any, of the potential arbitrators submitted to the parties or, if there is no remaining arbitrator from that list, select and submit a new list of potential arbitrators. Failure to timely object constitutes a waiver of any disclosed matter.

***C. Final Offer or "Baseball Style" Binding Arbitration***

The parties shall stipulate as to the issue(s) to be submitted for arbitral decision. If the issue is the amount, if any, at which a claim should be valued, then all binding arbitrations shall be conducted in the "final offer" format also known as "baseball style" arbitration as follows: In the course of submitting the arbitration materials, as explained in these ADR Procedures, the parties shall submit their final offer of settlement from the Individual Review process, which

shall also serve as the party's demand for an arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

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

1. Within five (5) days of the appointment of the arbitrator, AAA shall contact the claimant, the arbitrator, and the Trust to schedule the pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call. The pre-hearing conference shall be held within fifteen (15) days of the appointment of the arbitrator.

2. During the pre-hearing conference, the parties shall stipulate as to the issue(s) to be submitted for arbitral decision and the arbitrator shall schedule the date and select the location of the arbitration hearing. Except in the case of Foreign Claims, the arbitration hearing shall take place either at the location of the claimant or a location mutually agreeable by the parties. In the case of Foreign Claims, the arbitration hearing shall take place in the Claimant's Jurisdiction, unless the parties and the arbitrator agree otherwise. The arbitration hearing should be scheduled as soon as feasible and mutually convenient but not more than sixty (60) days from the date of the pre-hearing conference. AAA will email or mail a confirmation notice of this date to the claimant and the Trust.

3. At the election of the claimant, the arbitration hearing may be conducted by phone or video conference. The claimant must state that election in writing prior to the pre-hearing conference. Where feasible, AAA will make appropriate arrangements for the Trust and the arbitrator to participate by phone or video conference. The Trust shall pay for phone and video conferences. For waiver of the hearing for submission on the papers, see M below.

4. The arbitrator may issue orders as necessary to govern the process.

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

Within twenty (20) days after the pre-hearing conference each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double spaced pages excluding exhibits) containing that party's positions and arguments.

AAA will provide the arbitrator with a complete copy of the TDP.

***F. No Discovery***

There shall be no discovery. 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, any other documents relied upon by the Trust to make a settlement offer to the claimant or to disallow the claim, and the written statements provided for in these ADR Procedures.

***G. No record of Proceedings.***

There will be no record or transcript of the proceedings.

***H. Postponement of Hearing***

The arbitrator for cause may postpone any hearing upon the request of a party or upon the arbitrator's own initiative.

***I. Duration of Hearings***

The arbitrator shall complete the hearing in one day except for cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those limits. The parties shall request no more than three (3) hours apiece for presentation of their cases including arguments.

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

**1. Testimony Under Oath or Affirmation**

If the claimant or any other witness testifies, the 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. In the case of an arbitration involving a Foreign Claim, the arbitrator shall take into account all relevant procedural and substantive legal rules to which the claim would be subject in the Claimant's Jurisdiction. Nothing in these ADR Procedures shall prohibit the Trust at any time from challenging the validity of the claim under the provisions of the TDP and/or whether the claim has been paid, satisfied, settled, released, waived, or otherwise discharged under the laws of the Claimant's Jurisdiction.

**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 all relevant rules of privilege, to the extent that they apply in the Claimant's Jurisdiction. 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:

i. The documents supplied to the Trust prior to the execution of the Notice of Completion of Individual Review.

ii. Demand for Arbitration.

iii. Testimony of the claimant, who may offer evidence regarding the nature and extent of compensable damages, including physical injuries. The Trust may cross-examine the claimant. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony.

iv. In arbitrations involving Foreign Claims, the Trust's matrices and/or methodologies developed pursuant to Section 5.3(b)(1) of the TDP for evaluating the validity of and valuing such Foreign Claims.

v. Evidence presented by the Trust, including fact or expert reports, regarding whether the claim has been paid, satisfied, settled, released, waived, or otherwise discharged under the laws of the Claimant's Jurisdiction, but only if provided to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing.

c. In addition to the evidence, the arbitrator shall consider the written statements and arguments of the claimant and the Trust. The written statements and arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to thirty (30) minutes for each party. 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. 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 the claimant

desires to be present but cannot attend. An 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 an award.

***L. Conclusion of Hearing and Submission of Post-Hearing Submissions***

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 submissions will be permitted only upon order of the arbitrator and shall be served on the arbitrator no later than ten (10) days after the hearing is closed. Post-hearing submissions shall be no longer than five (5) double spaced pages. The time limit within which the arbitrator is required to make the award shall commence to run upon the closing of the hearing or the submission of post-hearing submissions, whichever is later.

***M. Option to Waive Oral Hearings***

Oral hearings will only be waived if both parties consent.

***N. Arbitration Decision***

1. 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 submissions, whichever is later.

2. The decision shall decide the issue(s) submitted by the parties, state the amount of the award, if any, and the reasons for the decision and/or award in a memorandum not to exceed one page in length. An arbitrator shall not be permitted to award punitive, exemplary, trebled or other like damages or attorneys' fees, and pre-judgment and post-judgment interest and costs shall not be sought or allowed.

With regard to Foreign Claims, the arbitrator is to assign a value to the Foreign Claim that is consistent with the value such claim would have received if it had been filed against CE in the tort system in the Claimant's Jurisdiction.



***O. Payment of Binding Award***

Within three (3) days following the issuance of a binding award, the Trust will send the form of release to the claimant, as provided in the Procedures. The Trust will then pay the claim in accordance with the Procedures.

***P. Rejection of Non-Binding Award***

1. A claimant in a non-binding arbitration proceeding that wishes to accept the award must notify the Trust and the AAA within thirty (30) days from the date a non-binding award is issued in the manner provided by Exhibit 2, Notice of Acceptance of Arbitral Award, attached to the Procedures. Within ten (10) days from the receipt of this Notice, the Trust must either accept or reject the award. If the Trust accepts the award, the Trust will send a release to the claimant for execution, as provided in the Procedures and notify the AAA of the acceptance of the award. The Trust will pay the claim in accordance with the Procedures. If the claimant fails to accept the award within thirty (30) days from the date the non-binding award is issued, the award is deemed rejected. If the Trust fails to accept the award within ten (10) days from receipt of the claimant's notice, the award is deemed rejected.

2. Procedure for Rejected Award. If the claimant or the Trust rejects the award, the Trust will issue a Notice of Completion of Arbitration following which the claimant may file a lawsuit as provided in Section 7.6 of the TDP and the Procedures. The Trust shall issue the Notice of Completion of Arbitration within ten (10) days after the rejection of an award by the claimant or by the Trust.

**V. GENERAL PROVISIONS FOR ARBITRATIONS**

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

As a general matter, there shall be no grouping or bundling of claims by separate claimants even if the claims are related and/or claimants have the same counsel. Each claimant

must proceed individually through the arbitration processes. This provision is intended to separate claims of different exposed persons and has no effect upon multiple claims brought by a claimant's representative, such as heirs of a deceased worker. However, the Trust, in its sole discretion, may decide that it would be expeditious to allow the conduct of arbitration proceeding with respect to more than one claim of different exposed persons, provided that the arbitrator individually values each such claim in accordance with the valuation factors set forth in the TDP, and the respective claimants' separate positions in the Trust's FIFO Processing and Payment Queues are maintained.

***B. No Ex Parte Communication***

There shall be no ex parte communication between the arbitrator and any counsel or party in any manner. Discussions among the AAA, the parties and the arbitrator concerning scheduling and case management do not constitute ex parte communications for purposes of these ADR Procedures.

***C. Claims and Defenses***

All claims and defenses under the law of the Claimant's Jurisdiction as defined in the TDP shall be available to both sides.

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

Either party who continues with arbitration 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 arbitrator, shall be deemed to have waived the right to object. A timely objection by a claimant must be stated in writing and mailed or emailed to the Trust, AAA and to the arbitrator. A timely objection by the Trust will be mailed or emailed to the claimant, AAA and the arbitrator.

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

Each party to the arbitration shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of arbitration proceedings under these rules 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 or electronic mail transmission; or,
3. By personal service, within or without the jurisdiction where the arbitration is to be held, whether the party is within or without the United States of America.

***F. Time Limits Triggered Upon Receipt***

1. 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 mail shall be deemed received on the next business day after mailing.
2. Documents sent via facsimile or electronic transmission shall be deemed received on the business day that the transmission is received.

***G. Application of Procedures***

These ADR Procedures shall be deemed a part of, and incorporated by reference in, every arbitration pursuant to the TDP and Procedures, and shall be binding on all parties.

***H. Arbitrator Immunity***

Arbitrators who serve pursuant to these ADR Procedures shall have the same immunity as judges for their official acts. Neither the AAA nor any arbitrator in a proceeding under these ADR Procedures is a necessary or proper party in judicial proceedings relating to arbitration. Parties to an arbitration under these ADR Procedures shall be deemed to have consented that neither the AAA nor any arbitrator shall be liable to any party in any action for damages or

injunctive relief for any act or omission in connection with any arbitration under these ADR Procedures.

***I. Jurisdiction***

Any dispute regarding the interpretation or application of these rules shall be subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware.

***J. Confidentiality of Arbitration***

All arbitration proceedings shall be governed by Part II, above.

**Exhibit 1**

Arbitration Notice

**DEMAND FOR ARBITRATION  
 COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST  
 ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES  
 AMERICAN ARBITRATION ASSOCIATION, ADMINISTRATOR**

Name of Claimant			Name of Representative (if known)		
Address			Name of Firm (if applicable)		
			Representative's Address		
City	State	Zip Code	City	State	Zip Code
Phone No.			Phone No.		
Email Address:			Email Address:		
Social Security No.					
: Mediation <input type="checkbox"/>					
The Claimant Elects (Check one):					
Binding Arbitration				Non-Binding Arbitration	
<input type="checkbox"/>				<input type="checkbox"/>	
<p>I, _____ (insert name), claimant who has filed a proof of claim with the Combustion Engineering 524(g) Asbestos PI Trust, hereby submits to the Trust this notice demanding arbitration of the claim, as provided by Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures.</p> <p>The claimant understands that the Trust has adopted procedures for mediation as alternative dispute resolution mechanisms for use prior to arbitration. The claimant may elect to submit to mediation or proceed directly to arbitration. The claimant elects mediation by checking the box for mediation. If mediation does not result in a settlement of the claim, the claimant retains the right to arbitration. Whether of not the claimant elects to submit to mediation, the claimant must make the election of binding or non-binding arbitration when submitting this demand.</p> <p>Respectfully submitted,</p> <p>_____</p>					
Signed by Claimant or by attorney (if represented)			Date		
<p>This Demand for Arbitration may be mailed, faxed, or e-mailed to the Trust:</p> <p>Combustion Engineering 524(g) Asbestos PI Trust          c/o Verus Claims Services, LLC          3967 Princeton Pike          Princeton, NJ 08540</p> <p style="text-align: center;">FAX: 609-466-1449</p> <p style="text-align: right;">E-Mail: dmyer@verusllc.com</p>					

**Exhibit 2**

Notice of Acceptance/ Rejection of Arbitration Award

Notice of Acceptance/Rejection of Mediation Offer

Notice of Completion of Arbitration Process

**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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[Notice of Acceptance / Rejection of Mediation Offer](#)

To: American Arbitration Association

Re: Combustion Engineering 524(g) Asbestos PI Trust

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

\_\_\_\_\_, [insert claimant's name]

\_\_\_\_\_, [social security number, CE claim file number],

TDP Claimant, hereby

accepts

rejects

the mediation offer of \$\_\_\_\_\_ for the claim filed by the TDP Claimant. The TDP Claimant requests that the AAA record this rejection/acceptance in the claim file.

\_\_\_\_\_  
Claimant or attorney, if represented

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

The Combustion Engineering 524(g) Asbestos PI Trust hereby

accepts

rejects

the mediation offer of \$\_\_\_\_\_ for the claim filed by \_\_\_\_\_ [insert claimant's name, social security number, claim file number], the TDP Claimant.

\_\_\_\_\_  
Managing Trustee

This Notice of Acceptance or Rejection shall be filed with the American Arbitration Association as follows:

Bryan Corbett, Manager of ADR Services, American Arbitration Association  
2200 Century Parkway, Suite 300  
Atlanta, GA 30345  
Fax: 1-877-395-1388, E-mail: [CorbettB@adr.org](mailto:CorbettB@adr.org)



**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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**Notice of Acceptance / Rejection of Arbitral Award**

To: Combustion Engineering 524(g) Asbestos PI Trust

To: TDP Claimant, Attorney Name / Law Firm / Address /City, ST Zip

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

\_\_\_\_\_, [insert claimant's name)

\_\_\_\_\_ social security number, CE claim file number],

TDP Claimant, hereby

accepts

rejects

the non-binding arbitral award of \$\_\_\_\_\_ for the claim filed by the TDP Claimant. The TDP Claimant requests that the Combustion Engineering 524(g) Asbestos PI Trust record this acceptance / rejection in the claim file. If the Trust likewise accepts the award, the claimant understands that the liquidated claim will be placed on its Payment Queue as of the date of receipt of an executed release from the claimant.

\_\_\_\_\_  
Claimant or attorney, if represented

The Combustion Engineering 524(g) Asbestos PI Trust hereby

accepts

rejects

the non-binding arbitral award of \$\_\_\_\_\_ for the claim filed by \_\_\_\_\_, [insert claimant's name, social security number, CE claim file number], TDP Claimant. The Trust will place the liquidated claim in its Payment Queue as of the date of receipt of an executed release from the claimant.

\_\_\_\_\_  
Managing Trustee

The Notice of Acceptance or Rejection of Arbitral Award may be mailed to the Trust:

Combustion Engineering 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540

Or faxed to the Trust: 609-466-1449

Or emailed to the Trust: [dmyer@verusllc.com](mailto:dmyer@verusllc.com)

And copy to AAA: Bryan Corbett  
Manager of ADR Services  
American Arbitration Association  
2200 Century Parkway, Suite 300  
Atlanta, GA 30345  
Fax: 1-877-395-1388  
E-mail: [CorbettB@adr.org](mailto:CorbettB@adr.org)

**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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[Notice of Completion of Arbitration Process](#)

To: TDP Claimant  
Attorney Name  
Law Firm  
Address  
City, ST Zip

Re: \_\_\_\_\_ [Claimant's name]

\_\_\_\_\_ [social security number, CE claim file number]

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

Please be advised that the Combustion Engineering 524(g) Asbestos PI Trust confirms that arbitration pursuant to Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures ("TDP") has been completed without a settlement of the above referenced TDP Claim. See Section 7.6 of the TDP regarding commencement of litigation.

/s/

Dan Myer on behalf of the Trust

**Exhibit D**

Release

**COMBUSTION ENGINEERING 524(g) ASBESTOS PI TRUST**

3967 Princeton Pike  
Princeton, New Jersey 08540

**Injured Party's Name:**

**Injured Party's Social Security Number:**

**Law Firm (if represented by counsel):**

**If the injured party or personal representative filed a lawsuit against Combustion Engineering, Inc. for asbestos-related injuries and the injured party's spouse is a party to the lawsuit, please provide the following additional information:**

**Name of Injured Party's Spouse:**

**Spouse's Social Security Number:**

**Liquidated Value of Claim:**                    \$

<b>Payment Amount:</b> \$ _____	=	<b>Liquidated Value of</b> \$ _____	X	_____ %, which is the <b>Payment Percentage as</b> <b>of _____ [to be</b> <b>inserted by Verus]*</b>
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\*Strike formula if Disease Level I

The Combustion Engineering 524(g) Asbestos PI Trust ("Trust"), and the undersigned injured party or personal representative, individually and on behalf of the estate of the injured party/decedent, and, the injured party's spouse, but only if the spouse is a party to the lawsuit against Combustion Engineering, Inc. (hereinafter "Releasor(s)"), agree as follows:

1. Releasor(s) have filed a claim against the Trust (the "Claim"). The Trust has reviewed the Claim to determine whether it is compensable under the terms of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures ("CE TDP"). The Trust has determined that the Claim is compensable. The Trust has tendered to the Releasor(s) an offer of payment based on the settlement values set forth in the CE TDP.

2. The return of this executed Release to the Trust evidences acceptance of the settlement value by Releasor(s). Subject to the payment provisions set forth in the CE TDP, the Trust will mail or electronically transfer to Releasor(s) (or Releasor(s)' counsel) an amount equal to the agreed settlement value for the Claim subject to the Payment Percentage as defined in the CE TDP, as applicable.

3. In consideration for the agreements described herein and other good and valuable consideration, Releasor(s) hereby fully release the Trust, its trustees, directors, officers, agents, consultants, financial advisors, employees, attorneys, predecessors, successors and assigns, the Trust Advisory Committee, its members and its attorneys, the Future Claimants' Representative and his attorneys, and any and all persons or organizations who were entitled to benefit from the injunction entered pursuant to Combustion Engineering, Inc.'s Plan of Reorganization, as Modified Through October 7, 2005 confirmed by the United States Bankruptcy Court for the District of Delaware and the United States District Court for the District of Delaware (hereinafter "Releasee(s)") from any and all claims, causes or rights of action, demands and damages of every kind and nature whatsoever, whether such claims are known or unknown. The released claims include any and all present claims relating to asbestos-related diseases, injuries, cancers, and/or malignancies, including, but not limited to, loss of consortium, companionship, service, support, pain and suffering, wrongful death, and injury and damage of any kind allegedly resulting from any exposure to asbestos or asbestos-containing products for which Combustion Engineering, Inc. has legal responsibility. However, if the settled Claim involves only a non-malignancy claim, then this Release is a limited release for non-malignancy claims.

4. Releasor(s) agree that this Release is to be effective not only on behalf of the Releasor(s), as husband and wife, but also for Releasor(s)' children, heirs, administrators, executors, personal representatives,

beneficiaries, successors or assigns; provided, however, that this Release does not release claims for asbestos-related injuries allegedly suffered by the injured party's spouse and the Releasor(s)' children, heirs, administrators, executors, personal representatives, successors or assigns because of their personal exposure to asbestos.

5. Releasor(s) agree that this is a compromise of disputed claims and that the payment of the consideration for this Release is not to be considered as an admission of liability on the part of any person or entity released hereby. It is further understood that this Release is not intended to relinquish any claim the Releasee(s) may have against any party or the Releasor(s) have against any party that is not a Releasee. The parties further agree that this Release shall not be admissible in any suit or proceeding whatsoever as evidence or admission of any liability.

6. Releasor(s) represent and warrant that all valid liens, subrogation and reimbursement claims relating to benefits paid to or on account of the injured party in connection with, or relating to, the Claim released herein have been or will be resolved. It is further agreed and understood that no Releasee shall have any liability to the Releasor(s) or any other person or entity in connection with such liens or claims and that the Releasor(s) will indemnify and hold the Releasee(s) harmless from any and all liability arising from subrogation, indemnity or contribution claims, related to the Claim released herein, including those arising from any and all compensation or medical payments due, or claimed to be due, under any applicable law, regulation, or contract, up to the full extent of the compensation paid by the Trust to the Releasor(s) on account of the Claim.

7. Releasor(s), jointly and severally, and on behalf of their children, heirs, administrators, executors, personal representatives, beneficiaries, successors and assigns agree to indemnify and hold harmless the Releasee(s) from any further payment of debts, liens, charges and/or expenses of any character arising out of any and all asbestos-related claims by Releasor(s) or their representatives, heirs and assigns up to the full extent of the compensation paid or to be paid by the Trust to the Releasor(s) on account of the Claim.

8. TO THE EXTENT APPLICABLE, RELEASOR(S) HEREBY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND UNDER ANY OTHER FEDERAL OR STATE LAW OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." RELEASOR(S) ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR ATTORNEY(S) CONCERNING, AND ARE FAMILIAR WITH, THE EFFECT OF THIS WAIVER. RELEASOR(S) UNDERSTAND AND ACKNOWLEDGE THAT THIS WAIVER PREVENTS RELEASOR(S) FROM MAKING ANY CLAIM AGAINST RELEASEES FOR ADDITIONAL DAMAGES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. RELEASOR(S) ACKNOWLEDGE THAT THEY INTEND THESE CONSEQUENCES.

9. This Release contains the entire agreement between the parties and supersedes all prior or contemporaneous, oral or written agreements or understandings relating to the subject matter hereof between or among any of the parties hereto.

10. Releasor(s) agree that the law of the State of Delaware shall govern the construction of this Release. Releasor(s) expressly authorize the Trust to make payment under the terms of this Release to Releasor(s)' counsel (if any) for the benefit of Releasor(s) and Releasor(s)' counsel.

11. Releasor(s) further state that each of them is of legal age, with no mental disability of any kind, and is fully and completely competent to execute this Release on his or her own behalf. Releasor(s) further state that this Release has been explained to them and they know the contents as well as the effect thereof. Releasor(s) further acknowledge that they executed this instrument after consultation with their attorney or the opportunity to consult with an attorney.

**CERTIFICATION**

I hereby (i) agree to the terms of this Release, and (ii) unconditionally and expressly warrant that in executing this Release on behalf of any other person I have full authority to do so on such person(s) behalf in all respects, and declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

I further certify that I have paid or resolved, or will provide for the payment or resolution of, any obligations owing or potentially owing under 42 U.S.C. § 1395y(b), or any related rules, regulations, or guidance issued in connection therewith or amendments thereto, in connection with or relating to, the Claim.

I am: \_\_\_\_ the Injured Party

\_\_\_\_ the Personal Representative of the Injured Party, the Injured Party's Estate, or the Injured Party's Heirs

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Injured Party or Personal Representative

\_\_\_\_\_  
Printed Name

**Exhibit E**

Electronic Filer Agreement



## ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the “**Agreement**”) is made by and between Verus Claims Services, LLC, with offices at 3967 Princeton Pike, Princeton, NJ 08540 (“**Verus**”), the Combustion Engineering 524(g) Asbestos PI Trust, a Delaware statutory trust (the “**Trust**”), and the law firm of \_\_\_\_\_, with offices at \_\_\_\_\_ (“**Law Firm**”) (each a “**Party**” and collectively the “**Parties**”).<sup>1</sup>

### Recitals

WHEREAS, Verus currently processes asbestos-related personal injury claims (“**Claims**”) filed against the Trust;

WHEREAS, the Law Firm intends to file Claims on behalf of certain of the Law Firm’s clients (“**Claimants**”) against the Trust; and

WHEREAS, it is mutually beneficial to Verus and the Law Firm to communicate information to each other electronically and thereby speed claim processing and lower transactional costs.

NOW, THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### 1. Electronic Claims Filing

- 1.1 Access to Verus Online. Subject to the terms hereof, Verus shall provide the Law Firm access to Verus’s proprietary online, electronic claims filing system (“**Verus Online**”) for the limited purposes of electronically filing and settling Claims with the Trust and accessing and providing information to Verus and the Trust regarding such Claims. Under the terms hereof, the Law Firm shall be permitted access through Verus Online to information regarding only the Claims filed against the Trust by the Claimants, and the Law Firm shall be authorized to act through Verus Online in regard only to the Claims filed against the Trust by the Claimants. The Law Firm shall not use Verus Online to file or settle Claims, nor to access or provide information regarding Claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has designated in writing an authorized principal, employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for such other law firm.
- 1.2 Filing Methods, Media, and Format. Verus shall accept, through Verus Online, claim information from the Law Firm using one or more electronic

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<sup>1</sup> This Agreement applies to claims filed by the Law Firm against the Trust, but not to claims filed against any other person or entity.

methods, media and formats that Verus will from time to time specify. The methods, media and formats that Verus shall specify will be among those then in general use among businesses transferring information electronically.

- 1.3 Proprietary System. The Law Firm acknowledges that Verus Online, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of Verus. The Law Firm agrees that it shall not publish, disclose, display, provide access to, or otherwise make available any software or any other products associated with Verus Online, or any screens, formats, reports or printouts used, provided, or produced in connection therewith, to any person or entity other than an employee or principal of the Law Firm; provided, however, that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a Claimant represented by the Law Firm any screens, formats, reports or printouts that contain information relating solely to that Claimant's Claim.

## 2. User Identification

- 2.1 Firm Administrator. The Law Firm's access to Verus Online shall be managed by an authorized principal, employee, or agent of the Law Firm whom the Law Firm designates in writing to serve as the "**Firm Administrator**." The Firm Administrator need not be an attorney. The Firm Administrator shall be permitted to identify additional persons under the Law Firm's employ, management, or control who, along with the Firm Administrator, shall be authorized to access Verus Online on the Law Firm's behalf (together with the Firm Administrator, the "**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on Verus Online, and the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for Verus Online. The Law Firm will remain responsible for oversight and supervision of the persons authorized to access Verus Online, and the Law Firm will at all times remain responsible for the accuracy of the information submitted and for the violation of any provision of this Agreement by any of the Law Firm Users.
- 2.2 Limited Access. Verus will assign a unique Verus Online password to each Law Firm User. Verus will provide access to Verus Online only upon entry of the Law Firm User name and password. Verus recommends that passwords be changed frequently. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all passwords confidential and shall not permit any person to use a Verus Online password that is not assigned to that person. Verus will limit each Law Firm User's access to Verus Online based upon the level of authority specified by the Firm Administrator. Verus may deny any Law Firm User access to Verus Online following a designated number of failed log-ins.

Verus also retains the right to temporarily deny Law Firm Users access to Verus Online for any reason, including, but not limited to, system resources, bandwidth constraints, or fraud or security concerns; but Verus shall not be responsible for any failure on its part to grant access to Verus Online to any user.

- 2.3 Reliance on Law Firm Communications. Verus and the Trust are entitled to rely on communications and instructions they receive from persons using Verus Online user accounts and passwords assigned by Verus and purporting to act on behalf of the Law Firm. Unless Verus or the Trust act with gross negligence, they shall not be held liable for such reliance.
- 2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses Verus Online, such person will be required to review a logon screen in the form set forth on Attachment 1 hereto that will request reaffirmation that all information submitted to Verus will conform to the terms of this Agreement and will be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States, as required by Section 5.1. The logon screen will have a hyperlink to an electronic copy of this Agreement. The logon screen will require the Law Firm User to evidence such reaffirmation by clicking "I AGREE" or other similar language. The requirement of reaffirming the terms and conditions before accessing Verus Online shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.

### **3. Technical Capabilities**

- 3.1 Compatible Equipment. In order to file Claims through Verus Online, the Law Firm must provide its own compatible computer equipment that meets technical standards that Verus will from time to time announce. The standards that Verus will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 3.2 Reports. Verus will make available to the Law Firm, through Verus Online, the ability to download specified data and to generate reports summarizing information regarding the Law Firm's Claimants' Claims.
- 3.3 Continuous Access. The Verus Online system will be available to the Law Firm seven days per week, with the exception that availability will be interrupted: (a) nightly for approximately one hour to synchronize data with the Verus processing systems, and (b) at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, Verus will notify the Law Firm in advance of any foreseen interruption of availability, but shall be under no obligation to do so. At all times, Verus shall use its best efforts to minimize the length and frequency of such

interruptions. Notwithstanding any other provision of this Agreement, Verus shall not be liable for any damages resulting directly or indirectly from system unavailability.

- 3.4 Security. Verus will maintain physical, electronic, and procedural safeguards that will protect the information the Law Firm transmits through Verus Online.

#### **4. Rules and Procedures**

- 4.1 Adherence to TDP. Electronic filing through Verus Online shall not affect the requirements of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures (“**TDP**”), as it may be in effect from time to time.
- 4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the Claim payment criteria contained in the TDP. This Agreement does not create any rights to Claim payment beyond those set forth in the TDP.

#### **5. Claim Information**

- 5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any Claim shall certify, that it is authorized by the Claimant to submit a Claim and that the information and materials submitted hereunder shall be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States.
- 5.2 Complete Information Required. Neither Verus nor the Trust is obligated to take any action on an electronically filed Claim until it has received the complete information required by the TDP.
- 5.3 Filing. Assignment of a claim number by Verus Online shall constitute filing of a Claim for purposes of any applicable statute of limitations or repose provisions in the TDP. The Law Firm acknowledges and agrees that although the Verus Online system permits an electronic Claim filing to be saved prior to its electronic submission, saving a Claim filing does not constitute a valid filing of a Claim for any purposes, including tolling of statutes of limitation or repose, and Verus will not have, and in any case will not be deemed to have, any record of such saved information. If the Verus Online system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Verus Online system failure, this refusal or unaccepted filing too shall not toll any applicable statute of limitations or repose.
- 5.4 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any Claim electronically filed through Verus Online. Copies may be retained in

either paper or electronic format. The Law Firm will timely provide copies of such documents to Verus upon request.

- 5.5 Use of Claimants' Confidential Information. Any Claim information the Law Firm submits through Verus Online pursuant to this Agreement shall remain confidential information submitted for settlement purposes only and shall be subject to the provisions of Section 6.5 of the TDP.

## **6. Settlement Offer, Acceptance, and Payment**

- 6.1 Settlement Offers. Verus, acting on behalf of the Trust, shall communicate completion of review of a Claim and any settlement offer to the Law Firm. Upon electronic communication of any settlement offer by Verus, the Law Firm will be able to electronically view and print, in a portable document file (.pdf) format, a customized release for use in documenting acceptance of the settlement offer (the "**Release**"). The Release shall not be modified in any manner from the customized format provided. Upon the Law Firm's request, Verus will mail a hard copy of the Release to the Law Firm.
- 6.2 Law Firm Required to Obtain And Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through Verus Online, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to Verus. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to Verus, or (b) an image of the original, signed Release may be uploaded to Verus through Verus Online, separately emailed, or faxed to Verus. A hard copy of the original, signed Release shall not be required to be returned to Verus as a precondition to payment.
- 6.3 Payment Method Options. Verus will make payment of Claims pursuant to the instructions on file with Verus at the time of payment.

## **7. Limitation of Liability**

- 7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither Verus, the Trust, nor any officer, director, trustee, employee, contractor, or agent of either of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Law Firm's use of Verus Online.
- 7.2 DISCLAIMER. VERUS AND THE TRUST MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE LAW FIRM OR TO CLAIMANT'S COUNSEL OF RECORD, ANY CLAIMANT OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE

OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. Miscellaneous**

- 8.1 No Assignment. No Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other Parties, except Verus may assign or otherwise transfer this Agreement to another entity that processes asbestos personal injury claims for the Trust, provided such entity agrees to be bound by the terms of this Agreement.
- 8.2 Termination. Any Party may terminate this Agreement upon written notice to the other Parties. On the effective date of termination of this Agreement, Verus will cease providing the Law Firm with access to Verus Online, and the Law Firm will cease making online Claim submissions and accessing Verus Online.
- 8.3 Disputes. Any dispute among the Parties relating to Claim allowance or disallowance, or the appropriate categorization or settlement value of a Claim submitted by the Law Firm to Verus will be resolved as provided in the TDP.
- 8.4 Force Majeure. No Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying Party: (a) gives the other Parties prompt notice of such cause, and (b) uses reasonable efforts to promptly correct such failure or delay in performance.
- 8.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Delaware.
- 8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted electronically, including, without limitation, by facsimile machine or email, will have the force of an original signature.
- 8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of Claim filing deferral contrary to the TDP.

8.8 Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.

8.9 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein, and supersedes and replaces any previous Electronic Filer Agreement relating to Claims against the Trust among the Parties or among the Law Firm, Connecticut Valley Claim Service Company, Inc., and the Trust. This Agreement may not be amended or modified except by another writing signed by the Parties. Any failure of a Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

**[LAW FIRM]**

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

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Its: \_\_\_\_\_

**VERUS CLAIMS SERVICES, LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**COMBUSTION ENGINEERING 524(g) ASBESTOS PI TRUST**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## ATTACHMENT 1

### ELECTRONIC FILING LOGON SCREEN

By clicking "I Agree" below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that the information and materials submitted in this online session comply in all respects with the provisions of Rule 11 of the Federal Rules of Civil Procedure as if the submissions were a paper presented to a court of the United States, and that all information submitted online conforms to the terms and conditions of the [Electronic Filer Agreement](#). (In the event you wish to review the full text of the [Electronic Filer Agreement](#) you may do so by clicking the hyperlink.) By proceeding to log on, you acknowledge your assent to these terms and conditions.

Username:

Password:

Client: Combustion Engineering 524(g) Asbestos PI Trust

I Agree



**Exhibit F**

Law Firm Registration Form

**Combustion Engineering 524(g) Asbestos PI Trust  
Law Firm Registration Form**

Please complete this form to register your law firm with the Combustion Engineering 524(g) Asbestos PI Trust. Registration is required in order to obtain access to the Trust's Online Claims submission and reporting tools, and will also serve to expedite issuance of payments when funds are disbursed. If your firm will require more than one user account to access the online tools, please provide the name and email address for each user requiring an account.

Send the completed form via mail, email or fax as indicated below.

Mail: Combustion Engineering 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540

Email: [support@verusllc.com](mailto:support@verusllc.com)

Fax: (609) 466-1449

<b>Law Firm Name and Address</b>			
Law Firm Name			
Street Address Line 1			
Street Address Line 2			
City		State	Zip+4
Main Telephone	Main Fax	Employer Identification Number	
<b>Primary Attorney Contact</b>			
Last Name	First Name	Middle Name	Suffix
Direct Dial	Fax	Email Address	
<b>Primary Administrative Contact</b>			
Last Name	First Name	Middle Name	Suffix
Direct Dial	Fax	Email Address	

**Exhibit G**

Notice of Completion of Individual Review

Notice Regarding Claim Filed as Exigent Hardship Claim

Notice of Completion of Individual Review

To: TDP Claimant  
Attorney Name  
Law Firm  
Address  
City, ST Zip

Re: claimant's name, social security number, CE claim file number

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

Please be advised that the Combustion Engineering 524(g) Asbestos PI Trust has completed its Individual Review of the claim filed by the above named TDP Claimant. Individual Review has not resulted in an agreed liquidated claim. The TDP Claimant has thirty (30) days from the date of this notice to demand that the claim be submitted to arbitration pursuant to Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures ("TDP").

A form for Demand for Arbitration is available at the Trust's webpage at [www.cetrust.org](http://www.cetrust.org) or at the webpage of Verus Claims Services, LLC, at [www.verusllc.com](http://www.verusllc.com).

/s/

Dan Myer on behalf of the Trust

Notice Regarding Claim Filed as Exigent Hardship Claim

To: Claimant  
Attorney Name  
Law Firm  
Address  
City, State Zip

Re: claimant's name, social security number, CE claim file number

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

Please be advised that the Combustion Engineering 524(g) Asbestos PI Trust (the "Trust") has completed its review of the claim filed as an Exigent Hardship Claim by the above named claimant. The Trust has determined that the claim does not qualify for payment as an Exigent Hardship Claim pursuant to Section 5.4(b) of the Combustion Engineering 524(g) Asbestos PI Trust Second Amended and Restated Asbestos PI Trust Distribution Procedures (effective January 19, 2017) (as may be amended from time to time, the "TDP"). Accordingly, the claim will not be processed by the Trust as an Exigent Hardship Claim.

While the claim does not qualify for payment as an Exigent Hardship Claim, it is still eligible for review and payment by the Trust in accordance with the TDP pursuant to the Expedited Review or Individual Review process. Please be advised that the claim will be returned to the FIFO Processing Queue (as that term is defined in the TDP), and the claim will be placed in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Hardship Claim. The claim will be processed under either Expedited Review or Individual Review, at the claimant's option.

Please indicate the review process elected, below, and return this notice to the Trust by mail, facsimile, or e-mail at the address provided below. If the Trust has not received notice of the claimant's election within sixty (60) days of the date of this notice, the claim will be processed by the Trust under Expedited Review.

The claimant elects (check one):

- Expedited Review
- Individual Review

/s/  
Verus Claims Services, LLC  
on behalf of the Trust

The notice of election may be mailed, faxed, or e-mailed to the Trust:

Combustion Engineering 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540  
Facsimile: 609-466-1449  
E-mail: [dmyer@verusllc.com](mailto:dmyer@verusllc.com)