

Metex Asbestos PI Trust

ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Pursuant to Section 5.10 of the Metex Asbestos PI Trust Distribution Procedures (as may be subsequently amended, the “**TDP**”), the Metex Asbestos PI Trust (the “**Trust**”) hereby establishes the following Alternative Dispute Resolution (“**ADR**”) procedures to resolve matters that may be submitted to ADR under the TDP. All capitalized terms herein shall be as defined and/or referenced within the TDP.

I. OVERVIEW

A. General

Verus Claims Services, LLC will administer these ADR procedures as the “ADR Administrator.” The Trust will pay the fees of the ADR Administrator.

These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP. In the event of any inconsistency between these ADR procedures and the TDP or the Trust Agreement, the TDP and the Trust Agreement shall govern.

The ADR procedures provide for binding or non-binding arbitration.

Only after either the claimant or the Trust rejects a non-binding arbitration award may a claimant commence a lawsuit in the tort system.

If the claimant elects binding arbitration, then the claimant and the Trust waive their respective rights to seek a jury trial with respect to the Asbestos PI Trust Claim as set forth in the TDP.

The Trust may not decline the claimant’s election of either binding or non-binding arbitration, but reserves all rights to reject any award in a non-binding arbitration proceeding.

B. Initiation of ADR

To initiate ADR, the claimant must make a written demand for ADR (each, a “**Demand**”) to the ADR Administrator using the form attached to these ADR procedures (*see* **Attachment A**). In the Demand for ADR, the claimant shall elect to proceed via binding or non-binding arbitration.

The ADR Administrator shall promptly notify the Trust upon receipt of a Demand for ADR by a claimant.

Within ten (10) days after the claimant's submission of the Demand for ADR, the ADR Administrator will send the claimant a copy of the claim file and a Certificate of Completeness (*see* **Attachment B**).

The claimant must sign the Certificate of Completeness and return it to the ADR Administrator within thirty (30) days after the claimant's receipt of a copy of the claim file. The ADR process will not proceed until the ADR Administrator has received the signed Certificate of Completeness. The Certificate of Completeness shall verify that, except as otherwise permitted herein, all information to be considered in the arbitration has been provided to the Trust while the claim was under review by the Trust.

Within three (3) business days after the ADR Administrator's receipt of the Certificate of Completeness, the ADR Administrator shall inform the Trust that the Certificate of Completeness has been received. Within five (5) business days after the Trust's receipt of such notice, the Trust shall execute and send to the ADR Administrator a Certificate of Accuracy (*see* **Attachment C**).

II. PROCEDURES GOVERNING NON-BINDING AND BINDING ARBITRATION

A. Election by the Claimant

Under these ADR procedures, the claimant will have elected binding or non-binding arbitration at the time of the submission of the Demand for ADR.

B. Selection of the Arbitrator

1. No more than fifteen (15) days after the receipt of the signed Certificate of Completeness by the ADR Administrator, the ADR Administrator shall screen for conflicts and select three potential arbitrators from a panel of neutrals kept by the ADR Administrator. The ADR Administrator will select the three potential arbitrators on a rotating basis from the panel. The ADR Administrator shall maintain and keep the rotating list of arbitrators. Arbitrator assignments will be made on a rotating basis nationally. The panel of arbitrators shall be named by the Trustee in consultation and with the consent of the Trust Advisory Committee ("**TAC**") and the Future Claimants' Representative ("**FCR**"). Within three (3) days after selecting the potential arbitrators, the ADR Administrator shall notify the potential arbitrators of their selection and shall provide the parties with the names of the potential arbitrators. Within six (6) days after receipt of the list of potential arbitrators, both the claimant and the Trustee may select, and identify to the ADR Administrator, one potential arbitrator to be stricken from the list. Within three (3) days after the earlier of (i) the ADR Administrator's receipt of the claimant's and the Trustee's strikes, or (ii) the expiration of the six (6) day period of striking arbitrators, the ADR Administrator shall appoint

the arbitrator. If the claimant and the Trustee each strike a different arbitrator, the remaining arbitrator will conduct the arbitration. If either the claimant or the Trustee, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators or strike the same arbitrator, the ADR Administrator shall appoint the arbitrator from those potential arbitrators remaining.

2. Any appointed arbitrator shall execute and submit to the ADR Administrator a Conflicts Disclosure and Arbitrator's Oath (*see Attachment D*). Upon receipt of this information, the ADR Administrator shall communicate the information to the parties. Upon objection of a party to the arbitrator's continued service, the arbitrator shall determine whether to recuse himself or herself from the arbitration. If either party disagrees with the recusal decision of the arbitrator, the party may petition the United States Bankruptcy Court for the Southern District of New York (the "*Bankruptcy Court*") for relief.

If a potential arbitrator is unable or unwilling to serve or recuses himself or herself or is removed by order of the Bankruptcy Court, then a replacement selection will be made by the ADR Administrator by following the process set forth above.

C. Binding Arbitration

All binding arbitration of the liquidated value of a claim shall be conducted with the arbitrator determining the amount of the award, if any. The final offer of the Trust and the final demand of the claimant made in the Individual Review process shall be included in the claim file provided to the arbitrator by the ADR Administrator. In the Notice of Completion of Individual Review, the Trust shall state the Trust's final offer and the claimant's final demand. The Notice of Completion of Individual Review shall be part of the claim file to be submitted to the arbitrator under these ADR procedures. The arbitrator may choose either the Trust's final offer or the claimant's final demand as stated in the Notice of Completion of Individual Review in determining the amount of the arbitration award. Alternatively, the arbitrator may determine that neither the Trust's final offer nor the claimant's final demand constitutes an appropriate award based on the arbitrator's assessment of the arbitration record, and in such case the arbitrator shall determine the amount of the award, if any. In no event may an award for a non-Extraordinary Claim involving Disease Level I-III exceed the Scheduled Value for the Disease Level as set forth in the TDP; in no event may an award for a non-Extraordinary Claim involving Disease Level IV-VIII exceed the Maximum Value for the Disease Level as set forth in the TDP; and in no event may an award for an Extraordinary Claim of any Disease Level exceed the maximum extraordinary value for such a claim set forth in the TDP.

In the event that the claimant and the Trust submit a specific issue(s) other than the liquidated value of the claim to arbitration, the arbitrator shall decide the specific issue(s). The decision of the specific issue(s) could result in the

resumption of the Individual Review process, depending on the arbitrator's decision.

In the event that the claimant desires to reinstitute the Individual Review process in order to submit a revised demand to the Trust or the Trust desires to reinstitute the Individual Review process in order to submit a revised offer to the claimant, the claimant may voluntarily dismiss in writing the arbitration without prejudice to commencing a new ADR proceeding in the event that the reinstated Individual Review process does not consensually resolve the claim.

The Trust and the claimant may also engage in settlement discussions throughout the arbitration process. Settlement discussions, including any offers made and/or discussed in the settlement process, shall not be disclosed to the arbitrator.

D. Submission of Pre-Hearing Statements

Within twenty (20) days after the appointment of an arbitrator, each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double-spaced pages) containing a statement of the issues for arbitral decision and that party's positions and arguments. Each party may then submit a supplement to its position paper (not to exceed five (5) double-spaced pages) following the initial pre-hearing conference to respond to the opposing party's positions and arguments and to address issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the initial pre-hearing conference.

The ADR Administrator will send the claim file, the Certificate of Completeness and the Certificate of Accuracy to the arbitrator and will confirm that the arbitrator has access to the TDP.

E. Initial Pre-Hearing Conference, Scheduling Arbitration Hearing

1. Within five (5) business days after the appointment of the arbitrator, the ADR Administrator shall contact the claimant, the arbitrator, and the Trust to schedule the initial pre-hearing conference. The initial pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call within fifteen (15) days after the deadline for the submission of the parties' pre-hearing statements.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date of the arbitration hearing, set time limits, determine the issues to be decided, and complete a Report of Pre-Hearing Conference and Scheduling Order (*see Attachment E*). The arbitration hearing should be scheduled within thirty (30) days after the date of the initial pre-hearing conference. The arbitrator shall submit the completed Report of Pre-Hearing Conference and Scheduling Order to the ADR Administrator following the initial pre-hearing conference. Upon receipt, the ADR

Administrator will distribute copies of the Report of Pre-Hearing Conference and Scheduling Order to the parties.

3. During the initial pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on:
 - a. defining and narrowing the issues (through methods including but not limited to stipulation of facts);
 - b. any legal issues; and
 - c. any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on the issues, then the arbitrator must issue orders governing the process.

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 testimony and evidence described in II.J. below.

G. No Record of Proceedings

Other than as provided in II.J.2, 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, and shall also grant such postponement when the parties agree.

I. Duration of Hearing

The arbitrator shall complete the hearing within the time limits set at the initial pre-hearing conference. The arbitrator shall enforce the time limits.

J. Procedure at Arbitration Hearing

1. Testimony

The claimant may elect to testify at the hearing. Any such testimony shall be limited to the nature and extent of compensable damages, including physical injuries and exposure evidence. The claimant shall be subject to cross-examination. Any testimony by the claimant shall be under oath or affirmation administered by the arbitrator.

If testimony is presented at the hearing, the Trust may determine, in its sole discretion, that it is necessary to adjourn the arbitration hearing to enable the Trust to prepare for cross-examination or further testimony or submit rebuttal evidence, including testimony. If the Trust so determines that an adjournment is necessary, the hearing shall resume on a date selected by the arbitrator following consultation with the Trust and the claimant. Adjournments shall not be longer than one month, unless the Trust shows good cause for a longer adjournment.

2. **Conduct of Hearing**

The arbitration hearing shall be conducted by telephone conference call. At the opening of the arbitration hearing, the arbitrator shall make a written record of the time and date of the hearing, and the names of the parties and counsel participating in the hearing.

3. **Evidence**

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

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

- (i) The entire claim file, which shall include the entire Individual Review record, all documents, materials and testimony provided to the Trust by the claimant, documents and analysis relied on by the Trust to make a settlement offer or to disallow the claim, the Trust's written assessment, analysis and explanation of the claim which shall have been provided to the claimant and the claimant's response thereto, and the Notice of Completion of Individual Review containing the Trust's final offer and the claimant's final demand;
- (ii) The Certificate of Completeness and the Certificate of Accuracy;
- (iii) The TDP;
- (iv) For claims involving Disease Levels IV-VIII, the Trust may, in the Trust's sole discretion, make available to the arbitrator the underlying data that was used to create the applicable valuation model used by the Trust in Individual

Review, but only if provided to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing; and

(v) Testimony as permitted under these ADR Procedures.

- c. **Written Statements and Oral Arguments:** In addition to the evidence, the arbitrator shall consider the written statements and oral arguments of the claimant and the Trust. The written statements and the oral arguments shall be limited to the evidence contained and the issues raised in the claim file and at the initial pre-hearing conference. The oral arguments shall be subject to the time limits set by the arbitrator. If both the Trust and the claimant agree, oral arguments may be waived and the issues submitted for decision on the claim file and written statements.

K. Conclusion of Hearing and Submission of Post-Hearing Briefs

After the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing statements 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 statements shall be no longer than five (5) double-spaced pages.

L. Arbitration Decision

1. The arbitrator shall issue a written decision no later than fifteen (15) calendar days after the date of the close of the hearing or submission of post-hearing statements, whichever is later.
2. The arbitrator's decision shall decide the issue(s) submitted by the parties, state the amount of the award, if any, and the reasons for the decisions 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 prejudgment and post-judgment interest and costs shall not be sought or allowed. The award shall dispose of all monetary claims presented to the arbitrator. The arbitrator shall be guided by the Scheduled, Average and Maximum Values, as well as the medical and exposure criteria associated with each Disease Level as provided in the TDP. In the case of an arbitration involving the liquidated value of a claim involving Disease Levels IV-VIII, the arbitrator shall consider the same valuation factors that are set forth in Section 5.3(b)(2) of the TDP.
3. Whether in non-binding or binding arbitration, in no event may an arbitrator issue an award: (i) for a non-Extraordinary Claim involving Disease Level I-III greater than the Scheduled Value for the Disease Level as set forth in the TDP; (ii) for a non-Extraordinary

Claim involving Disease Level IV-VIII greater than the Maximum Value for the Disease Level as set forth in the TDP; and (iii) for an Extraordinary Claim of any Disease Level greater than maximum extraordinary value for such a claim set forth in the TDP

M. Payment of Award

The Trust will promptly send the claimant the appropriate release following a binding arbitration award or the acceptance of a non-binding arbitration award by the claimant and the Trust. The Trust will then pay the claim based upon the binding or, if accepted by both parties, the non-binding award in accordance with the TDP provisions in effect at the time of payment and the Trust's procedures.

N. Acceptance or Rejection of Non-binding Award

1. Acceptance or Rejection of Non-binding Award

A claimant in a non-binding arbitration proceeding must notify the ADR Administrator within twenty (20) days after the date the non-binding award is issued by the arbitrator whether the claimant wishes to accept or reject the award. (See **Attachment F** for a form of notice.) The ADR Administrator shall immediately notify the Trust of the claimant's election.

Within seven (7) days after the notification by the ADR Administrator of acceptance by the claimant, the Trust must either accept or reject the award.

If the claimant has accepted the award and the Trust accepts the award, the ADR Administrator will inform the parties and the Trust will send a release to the claimant for execution.

If the claimant fails to accept or reject the award within twenty (20) days after the date the non-binding award is issued by the arbitrator, the award is deemed accepted by the claimant.

If the Trust fails to accept or reject the award within seven (7) days after receipt of the claimants notice of acceptance, the award is deemed accepted by the Trust.

2. Procedure Following Rejected Award

If the non-binding award is rejected by the claimant or the Trust, the ADR Administrator 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. (See **Attachment F**)

III. GENERAL ADR PROCEDURES

A. No Grouping or Bundling of Claims

These ADR procedures must be pursued by claimants on an individual basis. As a general matter, claims of different claimants cannot be grouped together even if the claims are related and/or the claimants have the same counsel. 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 conduct ADR proceedings with respect to more than one claim involving differently exposed claimants with those claimants' representative. In such a case the arbitrator must individually value each such claim using the valuation factors set forth in Section 5.3(b)(2) of the TDP, and the claimants' positions in the Trust's FIFO Processing and Payment Queues must be separately maintained.

B. No Ex Parte Communication

There shall be no ex parte communication between the arbitrator and any party in any matter. Discussions among the ADR Administrator, 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 available claims and defenses which exist under the law of the Claimant's Jurisdiction shall be viewed valid and subsisting and available to both sides unless in conflict with the TDP, in which case the TDP governs.

D. Costs of ADR

1. ADR Expenses

The Trust will pay the arbitrator's fees and reasonable out-of-pocket expenses. Claimants will pay their costs and attorney fees.

2. No Filing Fee

No filing fee is required of the claimant, unless the Trust with the consent of the TAC and the FCR decides that it would be in the best interests of the Trust and its beneficiaries to adopt such a fee.

E. Waiver of Objection to Procedures Infraction

Either party who continues with non-binding arbitration or binding arbitration proceeding after knowing that any provision or requirement of the applicable procedures 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 or the Trust must be stated in writing and served upon the other party and the ADR Administrator in accordance with III.F below with instructions to the ADR Administrator to forward the objection to the arbitrator.

F. Serving of Notices and Other Papers

Each party to the ADR shall be deemed to have consented to the service of any papers, notices, or processes necessary or proper for the initiation or continuation of ADR proceedings under these procedures 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; or
2. To the extent technically feasible, by encrypted transmission through the Internet or a wireless network (including but not limited to email), resulting in the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process such as entering a password, passphrase or key.

G. Exclusion of Liability

Neither the ADR Administrator nor the arbitrator shall be liable to any party for any act or omission in connection with any evaluation conducted under these procedures.

H. Application of ADR Procedures

These ADR procedures shall be deemed a part of, and incorporated by reference in, every duly executed ADR process under the TDP and shall be binding on all parties.

I. Arbitrator Immunity

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

J. Jurisdiction

Any dispute under these procedures shall be subject to the jurisdiction of the Bankruptcy Court.

K. Statement of Confidentiality

1. All ADR proceedings and information relating to the proceedings will be confidential. Neither party shall disclose the information obtained during the proceedings, or the valuation placed on the case by an arbitrator to anyone or use such information or valuation in any further proceeding

except as necessary to maintain the Trust's obligation to report to the Bankruptcy Court, to provide ongoing evaluation by the Trust, the TAC and the FCR, and for MMSEA reporting purposes as set forth in Section 4.12 of the Metex Asbestos PI Trust Agreement. Any document prepared by a party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.

2. All ADR proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. However, the nature or amount of an award may be used for purposes of showing accord and satisfaction or res judicata.

L. Amendments

Except as otherwise ruled by the Bankruptcy Court, these procedures, as they may from time to time be amended by the Trustee, with the consent of the TAC and the FCR, will be binding on all parties in the form in which they are in force on the date the claimant signs the Demand for ADR.

M. Time Limits

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or the arbitrator for cause.

Unless the deadlines have been extended by agreement or for cause, promptly after a claimant fails to comply with a deadline the ADR Administrator shall send the claimant written notice that the Demand for ADR is deemed withdrawn and that the final offer of the Trust as stated in the Notice of Completion of Individual Review shall be deemed a settlement of the claim.

ATTACHMENT A

DEMAND FOR ADR

**METEX ASBESTOS PI TRUST
DEMAND FOR ADR**

Name of Claimant			Name of Official Representative (if applicable)		
Address			Name of Firm (if applicable)		
			Official Representative's Address		
City	State	Zip Code	City	State	Zip Code
Phone No.			Phone No.		
Email Address:			Email Address:		
Social Security No. (last 4 digits)			Claim Number:		
The Claimant Elects (Check one):					
Binding Arbitration			Non-binding Arbitration		
<p>I, _____ (insert name) ("Claimant") who has filed a proof of claim with the Metex Asbestos PI Trust (the "Trust"), hereby submit this Demand for ADR to the Trust demanding arbitration of the claim, as provided by Section 5.10 of the Metex Asbestos PI Trust Distribution Procedures.</p> <p>Claimant must make the election of binding or non-binding arbitration when submitting this Demand for ADR.</p> <p>Respectfully submitted,</p>					
_____ Signed by Claimant or Official Representative of Claimant		_____ Date	_____ Signed by Attorney for Claimant		_____ Date
<p>This Demand for ADR may be mailed, faxed, or e-mailed to the ADR Administrator:</p> <p>ADR Administrator [INSERT ADDRESS, FAX, EMAIL]</p>					

ATTACHMENT B

CERTIFICATE OF COMPLETENESS

CERTIFICATE OF COMPLETENESS

I, _____, as the person [or official representative of the person] who has filed a claim against the Metex Asbestos PI Trust (the "Trust"), certify:

Except for (a) any testimony that may be presented at an arbitration hearing as provided under the Trust's Alternative Dispute Resolution Procedures (the "ADR Procedures") and (b) the claimant's response to the Trust's written assessment, analysis and explanation of the claim that may be provided under the ADR Procedures, I have furnished all information that I wish to be considered in the valuation of claim number _____ prior to the completion of Individual Review.

I certify (or declare) that the foregoing is true and correct.

By: _____
Claimant or Official Representative of Claimant

Date _____

ATTACHMENT C

CERTIFICATE OF ACCURACY

CERTIFICATE OF ACCURACY

I, _____, on behalf of the Metex Asbestos
PI Trust, certify:

Attached to this certification is, to the best of my knowledge, a true and accurate
copy of the complete claim file for Claim No. _____, including all
exhibits and documents submitted by the claimant in support thereof.

Metex Asbestos PI Trust counsel

Date: _____

ATTACHMENT D

CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH

CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH

**In the Matter of Arbitration Between _____ and the Metex
Asbestos PI Trust.**

To: _____
Name of Arbitrator

It is important that the parties have complete confidence in the Arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties, their counsel, direct or indirect, whether financial, professional, social, or of any other kind. This is a continuing obligation throughout your service on this matter, and should any additional direct or indirect contact arise during the course of the arbitration, or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts should be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosure may forfeit your ability to collect compensation. The ADR Administrator for the Metex Asbestos PI Trust will call the disclosure to the attention of the parties.

You will not be able to serve until a duly executed Conflicts Disclosure and Arbitrator's Oath is received and on file with the ADR Administrator for the Metex Asbestos PI Trust. After conducting a check for conflicts, answer the following questions and complete the remainder of this form.

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| 1. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you had any professional or social relationship with any parties identified to date in this proceeding or the entities for which they work? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you had any professional or social relationship of which you are aware with any relative of any party to this proceeding or any relative of counsel for any party to this proceeding? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you, or has any member of your family or any close social or business associate, ever served as an arbitrator in a proceeding in which any of the parties gave testimony? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you, or has any member of your family or any close social or business associate, been involved in the last five years in a dispute involving the subject matter of this arbitration that you have been assigned? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have any of the party representatives, law firms, or parties appeared before you in any past arbitrations? | <input type="checkbox"/> | <input type="checkbox"/> |

7. Are you a member of any organization that is not listed on your biography that may be relevant to this arbitration?
8. Have you ever sued or been sued by either party or counsel for either party to this proceeding?
9. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

Should the answer to any question be “Yes,” or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence, or create an appearance of partiality, please describe the nature of the potential conflict(s) on an attached page.

Please indicate one of the following:

- I have conducted a check for conflicts and have nothing to disclose.
- I have conducted a check for conflicts and have made disclosures on an attached sheet.

Signed this the _____ day of _____, 20____.

Signature of Arbitrator

ARBITRATOR'S OATH

In the Matter of Arbitration Between _____ and the Metex Asbestos PI Trust.

State of _____

County of _____

I attest that I have reviewed my biography, which the ADR Administrator for the Metex Asbestos PI Trust provided to the parties in this case, and I confirm that it is current, accurate, and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with all applicable statutes pertaining to arbitrator disclosures, as well as the code of judicial conduct in force in the jurisdiction in which the arbitration is to take place.

I understand that my obligation to check for conflicts and make disclosures is ongoing for the length of my service as an arbitrator in this matter, and that failing to make appropriate and timely disclosures may result in my removal as arbitrator from the case.

I, being duly sworn as arbitrator in this proceeding, hereby accept this appointment, and will faithfully and fairly hear and decide the matters in controversy between the parties in accordance with their arbitration agreement, and will make an award according to the best of my understanding.

Date

Signature

Name

Sworn to and subscribed before me this the _____ day of _____, 20__.

NOTARY PUBLIC

ATTACHMENT E

**REPORT OF PRE-HEARING CONFERENCE
AND SCHEDULING ORDER**

REPORT OF PRE-HEARING CONFERENCE AND SCHEDULING ORDER

A preliminary hearing was held on _____, 20__, before Arbitrator _____.
Appearing at the hearing were _____
_____.

By agreement of the parties and order of the Arbitrator, the following is now in effect:

1. Arbitration of this matter will commence before the undersigned Arbitrator on _____, 20__ at _____. The arbitration shall take place by telephone.
2. The claimant shall have ___hours for the presentation of his or her case. The Metex Asbestos PI Trust (the "Trust") shall have ___ hours for the presentation of its case. No party shall be granted more time for the presentation of that party's case beyond the time limits set forth herein.
3. If permitted by the Arbitrator, post-arbitration hearing statements shall be served on the Arbitrator by _____, 20__. Post-arbitration hearing statements shall be no longer than five (5) double spaced pages.
4. The Arbitrator shall issue a written decision no later than fifteen (15) calendar days after the date of the close of the arbitration hearing or submission of post-arbitration hearing statements, whichever is later.
5. All deadlines stated herein shall be strictly enforced.
6. This arbitration will be conducted pursuant to the Alternative Dispute Resolution Procedures of the Trust, which are incorporated herein by reference.
7. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

Dated: _____

Arbitrator's signature

ATTACHMENT F

**NOTICE OF ACCEPTANCE/ REJECTION OF ARBITRAL AWARD
NOTICE OF COMPLETION OF ARBITRATION PROCESS**

METEX ASBESTOS PI TRUST
Alternative Dispute Resolution Procedures

NOTICE OF ACCEPTANCE / REJECTION OF ARBITRAL AWARD

To: _____, ADR Administrator

Date: _____

_____, [insert claimant's name]

_____ [social security number (last 4 digits) or Metex claim file number],

claimant, hereby

accepts

rejects

the non-binding arbitral award of \$_____ for the claim filed by the claimant. The claimant requests that the Metex 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 in the Trust's FIFO Payment Queue as of the date of receipt of an executed release from the claimant.

Claimant or attorney, if represented

The Metex Asbestos PI Trust hereby

accepts

rejects

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

Trustee

The Notice of Acceptance/ Rejection of Arbitral Award may be mailed, faxed, or e-mailed to the ADR Administrator:

ADR Administrator

[INSERT ADDRESS, FAX, EMAIL]

METEX ASBESTOS PI TRUST
Alternative Dispute Resolution Procedures

NOTICE OF COMPLETION OF ARBITRATION PROCESS

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

Re: _____[Claimant's name]

_____ [social security number (last 4 digits) or Metex claim file number]

Date: _____

Please be advised that the Metex Asbestos PI Trust confirms that arbitration pursuant to Section 5.10 of the Metex Asbestos PI Trust Distribution Procedures (as may be amended from time to time, the "TDP") has been completed without a settlement of the above referenced claim. See Section 7.6 of the TDP regarding commencement of litigation.

/s/
ADR Administrator