

**AFFIDAVIT  
Law Firm**

I, \_\_\_\_\_, being duly sworn, deposes and says:

1. I am an attorney admitted to practice in the state of \_\_\_\_\_. I am a member of the firm of \_\_\_\_\_, and I execute this Affidavit on behalf of the firm and myself.
2. I represent and may represent in the future claimants or the representatives of deceased claimants (“my Trust clients”) who hold claims for personal injuries caused by exposure to asbestos-containing products installed, sold, supplied, distributed, marketed or removed by C. E. Thurston & Sons, Inc. (“Thurston asbestos”). I have filed claims on behalf of my Trust clients with the Claims Resolution Management Corporation (“CRMC”).
3. I understand that CRMC on behalf of the Trust will make offers to settle claims which may be undertaken, in part, by sending a check to me as the payee to settle my Trust client’s claim. I agree that I will endorse the Trust check only when and if my Trust client accepts the Trust’s offer, which acceptance is or will be evidenced by a signed release using the proper form. I understand that CRMC will issue payment only upon receipt of that executed release..
4. I agree that if my Trust client to whom a Trust offer has been made refuses to accept the offer, I will not sign or otherwise attempt to negotiate the Trust check for that claim, but rather I will return the check to CRMC. While I will indicate acceptance of a settlement offer only when authorized to do so by my Trust client, if I receive Trust funds to settle a claim through an electronic funds transfer or a check covering more than one claimant but failed for any reason to obtain a valid properly-executed release for a claim, I will return the funds for that claim to the CRMC within 60 days of receipt of the funds.
5. I understand that CRMC may periodically audit Trust claim settlements and payments, and I agree to cooperate with CRMC in auditing Trust settlements with my Trust clients.
6. I agree that if I endorse and negotiate a Trust check referenced in this Affidavit and thereafter another party or my Trust client for whose claim the Trust check was sent in any manner questions or challenges his or her settlement with the Trust, I will indemnify and hold harmless the Trust for any losses resulting from such action, including but not limited to the Trust defending the settlement and/or having to make a subsequent settlement with my client.

7. I hereby affirm on behalf of my law firm that all information submitted to the Trust or to CRMC as the claims processor for the Trust 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.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_:

County of \_\_\_\_\_; to-wit:

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the county and state written above, and as witnessed by my hand and official seal.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public