

**ELECTRONIC FILER AGREEMENT  
FOR C.E. THURSTON & SONS ASBESTOS TRUST**

This Electronic Filer Agreement (the “Agreement”) is made by and between the Claims Resolution Management Corporation (the “CRMC”), with offices at 3110 Fairview Park Drive, Suite 200, PO Box 12003, Falls Church, VA 22042-0683, and

\_\_\_\_\_, a lawyer or law firm with  
offices at

\_\_\_\_\_ (the “Customer”),  
collectively, “the Parties.”

**Recitals**

WHEREAS the CRMC processes and settles asbestos personal injury claims on behalf of its clients (“CRMC Clients” or “Clients”) including the C.E. Thurston & Sons Asbestos Trust (“Thurston Trust”), which Clients are responsible for the payment of certain asbestos personal injury claims; and

WHEREAS the Customer is a lawyer or law firm which files asbestos personal injury claims on behalf of the Customer’s clients (“Claimants”); and

WHEREAS it is mutually beneficial to the CRMC and the Customer to settle asbestos personal injury claims by communicating information to each other electronically, thereby speeding claim processing and lowering transactional costs,

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

**1. Electronic Claims Filing**

- 1.1 Access to e-Claims™ System. The CRMC will provide the Customer with access to the CRMC’s e-Claims™ system (Patent Pending), through which Customer may submit asbestos injury claims against the Thurston Trust in electronic format. Hereinafter, asbestos injury claims filed in electronic format through the CRMC’s e-Claims system will be referred to as “e-Claims filings.” The Customer will have access to the e-Claims system for the sole purpose of filing and settling e-Claims filings. The Customer will have access to information on the e-Claims system only regarding the Customer’s own e-Claims filings, and will be authorized to act through the e-Claims system only in regard to the Customer’s own e-Claims filings.

- 1.2 Filing Methods, Media, and Format. The CRMC will accept e-Claims filings from the Customer using one or more methods and electronic media that the CRMC will from time to time specify, in formats that the CRMC will from time to time specify. The methods, media, and formats which the CRMC will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Customer acknowledges that the e-Claims software system, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the CRMC, and the customer shall not publish, disclose, display, provide access to or otherwise make available any CRMC e-Claims software or products thereof, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity other than an employee or principal of the Customer, without the prior written consent of the CRMC, with the exception that the Customer may publish, disclose, display, provide access to or otherwise make available to a Claimant represented by the Customer any screens, reports or printouts which contain information relating solely to that Claimant's claim.

## **2. Technical Capabilities**

- 2.1 Compatible Equipment. In order to file claims through the CRMC's e-Claims system, the Customer will provide its own compatible computer equipment that meets technical standards that the CRMC will from time to time announce. The standards that the CRMC will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 2.2 Technical Assistance. The CRMC will provide the Customer with the technical assistance reasonably necessary related to filing and processing claims on the e-Claims system.
- 2.3 Message Board. The CRMC will provide the Customer access to an electronic message board through the CRMC's web site. The CRMC will use the message board to notify the Customer of changes in the status of Customer's e-Claims filings, without additional written or oral notice. Through the message board, the Customer will at any time be able to check the status of each of the Customer's claims.
- 2.4 Reports. The CRMC will make available to the Customer through the CRMC's web site the ability to download specified data and to generate reports summarizing information regarding the Customer's e-Claims filings.
- 2.5 Continuous Access. The CRMC will make the e-Claims system available to the Customer around the clock, seven days per week, with the exception that availability may be interrupted at any time as a result of system failure or when necessary for system upgrades, adjustments, maintenance or other operational considerations. When reasonably possible, the CRMC will notify the Customer in advance of any foreseen interruption of availability, and at all times the CRMC will use its best efforts to minimize the length and frequency of interruptions in e-Claims system availability.

2.6 Security. The CRMC will maintain physical, electronic, and procedural safeguards that will protect the information the Customer transmits through e-Claims filings. The CRMC will not disclose non-public personally identifiable information about its Customer's Claimants to unauthorized persons, and the CRMC will restrict access to such information to authorized individuals who need to know this information for purposes relating to the processing and settlement of asbestos personal injury claims.

### **3. User Identification, Training, and Certification**

- 3.1 User Administrator. The Customer's access to the e-Claims system will be managed by one or more individuals under the Customer's employ, management or control whom the Customer identifies to serve as a User Administrator on the Customer's behalf. A User Administrator will be permitted to identify additional individuals under the Customer's employ, management or control as authorized to access the e-Claims system on the Customer's behalf. Some e-Claims users will be limited in the functions they can perform on the e-Claims system; a User Administrator will have the power to designate the level of authority which each of the Customer's other e-Claims users will have on the e-Claims system. Further, as noted in Paragraph 3.3 below, whether they serve as a User Administrator or not, only certified individuals will be authorized to execute the Categorization Decision Tree.
- 3.2 Limited Access. The CRMC will assign a unique e-Claims password to each User Administrator identified by the Customer and to each other e-Claims user identified by a Customer's User Administrator. The CRMC will provide access to its e-Claims system only upon entry of an e-Claims password. The CRMC may deny access to its e-Claims system following failed log-ins. Individuals with access to e-Claims may not share their passwords with others, and the Customer will not permit any individual to use a CRMC e-Claims password that is not assigned to that individual. The CRMC will limit each user's access to the e-Claims system to correspond to the level of authority specified by the Customer's User Administrator.
- 3.3 Certification and Training. Submission of a claim through the e-Claims system will include providing answers to a series of asbestos disease related medical questions arranged in a Categorization Decision Tree. Only individuals whom the CRMC has tested and certified as demonstrating adequate proficiency in interpreting asbestos disease related medical documents will be permitted to execute the Categorization Decision Tree. The Customer will not permit any individual to execute the Categorization Decision Tree who has not been so certified. The CRMC will provide training when needed to individuals whom the Customer authorizes to execute the Claims Decision Tree on the Customer's behalf. The CRMC reserves the right to suspend or revoke an individual's Categorization Decision Tree certification and/or to require the individual to complete additional training if the CRMC determines that the information submitted by that individual is not sufficiently reliable.
- 3.4 Notice of Changes. The Customer will promptly notify the CRMC by fax or other written communication of any changes regarding the identity of the individual the Customer has chosen to serve as User Administrator. The User Administrator will notify the CRMC of any change in the authority of any of the Customer's e-Claims users to access the e-Claims system on the Customer's behalf, and of any material change in the status of the Customer law firm.

3.5 Reliance on Customer Communications. The CRMC is entitled to rely on communications and instructions it receives from persons using e-Claims passwords assigned to the Customer and purporting to act on behalf of the Customer and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

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

- 4.1 Adherence to Rules. The Customer will make e-Claims filings and will otherwise use the e-Claims system in conformance with the rules and procedures which the CRMC will communicate in its training and certification program and which the CRMC will post on its web site. The CRMC may update its rules and procedures from time to time, with adequate notice to the Customer through the Message Board and/or through postings on the CRMC web site and/or through e-mail messages.
- 4.2 Client Payment Criteria Unchanged. The CRMC processes and settles asbestos injury claims pursuant to criteria specified by the Thurston Trust, which may change from time to time. This Agreement is not intended to alter and does not supersede the claim payment criteria of the Thurston Trust.

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

- 5.1 Complete and Accurate Information. Consistent with the Customer's legal and professional responsibilities and consistent with the CRMC's rules and procedures referenced in Paragraph 4.1 of this Agreement, in response to the questions asked by the CRMC, the Customer will provide complete and accurate information in the Customer's e-Claims filings. The CRMC is not obligated to take any action regarding a claim until it has received all the complete information regarding the claim required by its rules and procedures.
- 5.2 Maintenance of Supporting Documents. The Customer will timely provide to the CRMC copies of documents relied upon in e-Claims filings whenever instructed to do so by the CRMC. Whenever the CRMC does not instruct the Customer to provide copies of documents relied upon in e-Claims filings, the customer will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to the CRMC upon request.
- 5.3 Claim Information Copy Capability. The Customer will have access to an e-Claims time-saving feature, "Copy". This feature will allow the Customer to import specific exposure history and/or medical documents used by the Customer in support of another claim for the same Claimant for another CRMC Client trust(collectively, the "Claimant's Prior Data") in to the new claim. In the event that the Customer uses the Copy feature, such Claimant's Prior Data may be used in processing the Claimant's claim against the Thurston Trust. The Customer hereby represents and warrants that for every claim submitted to the Thurston Trust through e-Claims™ for which the Customer uses the Copy feature, it is authorized to consent on behalf of each Claimant to such use of the Claimant's Prior Data, and hereby does so consent. The Customer understands and agrees that the CRMC is relying upon the representations and warranties contained herein.

- 5.4 Exposure Site Information. The CRMC may request that the Customer provide evidence that exposure to C.E. Thurston asbestos products occurred at a site or sites where a Claimant allegedly was exposed to asbestos, and may withhold making a settlement offer on a claim until it has been provided adequate evidence indicating that exposure occurred at the site in question.
- 5.5 Physician Information. The CRMC may request that the Customer provide information regarding a physician whose report the Customer is relying on to support e-Claims filings, and may withhold making settlement offers on claims supported by that physician's reports until it has received and validated the requested information.
- 5.6 Confidential Information. Any claim information the Customer submits through e-Claims™ pursuant to this Agreement, shall remain confidential information submitted for settlement purposes only in accordance with the C. E. Thurston & Sons Asbestos Related Claims and Demands Trust Distribution Procedures.

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

- 6.1 Settlement Offers. The CRMC will communicate settlement offers to the Customer electronically through the CRMC's e-Claims system via the message board, and will provide the Customer with the ability to communicate through e-Claims acceptance of the settlement offer or the selection of alternative options available under the Thurston Trust claims resolution procedures.
- 6.2 Acceptance of Settlement Offers. The Customer will indicate acceptance of a settlement offer only when authorized to do so by the Claimant on whose behalf the Customer filed the claim. The Customer will obtain the Claimant's release in the form and manner specified by the Thurston Trust and return the release to CRMC.
- 6.3 Payment of Settled Claims. The CRMC may make settlement payments on behalf of the Thurston Trust. The CRMC has no obligation to make any settlement payment until it has received the funds to do so from the Thurston Trust, and will not be liable for the Thurston Trust's delay or failure to provide settlement funds. Settlement payments may be at a pro rata share of the total settlement value of a claim, which share will be determined by the Thurston Trust. The CRMC will make settlement payments pursuant to a payment schedule determined by the Thurston Trust. In the event CRMC no longer makes settlement payments on behalf of the Thurston Trust, the CRMC will notify the Thurston Trust or its designated payment agent promptly after the Customer has accepted a claim settlement offer, and the CRMC will have no further responsibility for the payment of the claim.
- 6.4 Payment Method Options. For those settlement payments which the CRMC makes, at the Customer's option, the payment will be made either by check or by electronic funds transfer. The Customer must sign an Electronic Funds Transfer Agreement if the Customer elects to receive settlement payments through electronic funds transfers. The CRMC is entitled to rely on the bank account information which an agent, employee, partner or principal of the Customer provides on the Electronic Funds Transfer Agreement and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

## **7. Quality Control Testing and Audit**

- 7.1 Testing Program. The CRMC will from time to time request that the Customer submit copies of documents relating to individual e-Claims filings in order to test system quality and for audit purposes. The CRMC may request that copies of documents be submitted relating to as much as 100% of claims filed. A claim may be selected for quality control testing or audit either before the claim is settled or after a settlement payment has been made. The CRMC may select some claims for quality control testing or audit randomly, and may select some claims for quality control testing or audit based on various claim characteristics.
- 7.2 Compliance with Requests. The Customer will comply with CRMC quality control testing or audit by timely providing the CRMC with the documents requested in connection with such testing or audit.
- 7.3 Test Results Applied. Claims selected for quality control testing or audit before the claim is settled will be given settlement offers consistent with the level of asbestos-related disease which the CRMC determines to be supported by the evidence provided by the customer.
- 7.4 Corrective Action. The CRMC may take corrective action if, in its sole judgment, quality control testing or audit indicates that the Customer's claim filings warrant such action. Such corrective action might include, but is not limited to, requiring some or all of the customer's certified e-Claims users to undergo further training, performing quality control testing or audit on a higher number of the Customer's claims (up to 100% of the Customer's claims), withholding further settlement offers until the problem is resolved, and suspending or terminating the Customer's e-Claims filing privileges. The CRMC reserves the right to pursue legal remedies in the rare occurrence that audits indicate fraud of any kind.

## **8. Limitation of Liability**

- 8.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of the CRMC or its Clients will be held liable for any indirect, incidental, special or consequential damages by reason of Customer's use of the e-Claims system.
- 8.2 Client or Customer Actions. The CRMC will in no circumstances be liable for actions, omissions, or decisions of CRMC Clients or Customers. The CRMC's granting of access to the e-Claims system does not ensure that a particular CRMC Client will permit Customer to submit e-Claims filings relating to that CRMC Client.

## **9. Miscellaneous**

- 9.1 No Assignment. Neither 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 party.
- 9.2 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, the CRMC will cease providing the Customer with access to its e-Claims system, and the Customer will cease making e-Claims filings.

- 9.3 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a Thurston Trust claim submitted by the Customer to the CRMC will be resolved pursuant to the Thurston Trust dispute resolution procedures.
- 9.4 Force Majeure. Neither 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 party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly such failure or delay in performance.
- 9.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Virginia.
- 9.6 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. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 9.7 Severability. If any term or provision of this Agreement should 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.
- 9.8 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

\_\_\_\_\_ Date: \_\_\_\_\_  
*(for Customer)*

\_\_\_\_\_  
*(print)*

\_\_\_\_\_ Date: \_\_\_\_\_  
*(for CRMC)*

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