

FAQs

These FAQs are arranged thematically under the following headings:

- A. General
- B. Claim Criteria
- C. Supporting Evidence
- D. Payment Issues
- E. e-Claims Procedures and Issues

A. General

A.1. What is Claims Resolution Management Corporation?

Claims Resolution Management Corporation (CRMC) is a claims processing facility owned by the Manville Personal Injury Settlement Trust (Manville Trust). CRMC provides claims processing services for the Manville Trust and for other similar trust funds established to resolve asbestos personal injury claims. The Manville Trust was established in 1988 to resolve asbestos personal injury claims against the Johns Manville Corporation (JM).

A.2. How does CRMC determine the value of Manville Trust claims?

CRMC resolves Manville Trust claims pursuant to a Trust Distribution Process (TDP), a negotiated document approved by the federal courts that supervise the Manville Trust. All Manville Trust claims filed since October 10, 2003 are processed pursuant to the 2002 Manville TDP, a copy of which is available at the CRMC website, www.claimsres.com, under the documents tab at letter "T." It is necessary to read the TDP itself to understand it fully. Generally, the TDP establishes an efficient process to resolve claims, in which CRMC automatically makes a Scheduled Value settlement offer if a claimant provides evidence that he or she has an injury that meets the exposure and medical criteria for one of several asbestos-related diseases. That is, there is an automatic settlement value (the Scheduled Value) for each of several types of asbestos-related diseases (the Scheduled Diseases). The criteria for these Scheduled Diseases can be found at Section D of the TDP.

CRMC does not pay claimants the full settlement value of their Manville Trust claims. In 1990, the courts that supervise the Trust determined that it has insufficient assets to pay every claimant the full value of his or her claim. For this reason, Section H of the 2002 TDP directs the Trust to pay each claimant as equal a share as possible of their claim's value. This share, or "*pro rata*" payment percentage, is currently 7.5%. Therefore, Manville Trust claimants who establish their eligibility for one of the eight Scheduled Disease levels in the 2002 TDP can expect to receive an initial settlement payment of 7.5% of the value shown in

Section D of the TDP for that disease level. The *pro rata* payment percentage is discussed more fully under “Payment Issues” below.

Most eligible Manville Trust claimants additionally are eligible for compensation from sources other than the Trust. Claimants who wish to pursue claims against other companies or trusts can consult a plaintiffs’ lawyer who is familiar with filing asbestos claims.

A.3. Does every claimant accept the Scheduled Value for his or her disease?

No. Section C of the 2002 TDP permits Individual Evaluation of non-standard claims and claims with clearly unusual value. However, most claimants are eligible only for the Scheduled Value. “[B]ecause the Scheduled Values represent an equitable settlement value for most claims that meet the criteria of a corresponding Scheduled Disease, and because individual evaluation will be costly and time-consuming, resulting in significant delay in claim payment, the Trust will not value a claim for a liquidated amount in excess of its Scheduled Value unless a higher value is clearly justified.” 2002 Manville TDP, Section C.

A.4. Can I dispute how CRMC has valued my claim?

Yes. In addition to seeking individual evaluation to value a claim with unusual value (see preceding question), the 2002 TDP provides Alternative Dispute Resolution (ADR) procedures for claimants who disagree with the Scheduled Disease Level CRMC has assigned a claim, or who reject the value CRMC has offered in the Individual Evaluation process. Information regarding these procedures is available at the CRMC website, www.claimsres.com, under the “Documents” tab at letter “A.”

A.5. How was the TDP adopted?

The initial TDP (“1995 Manville TDP”) was adopted as part of a Stipulation of Settlement approved by the federal courts overseeing class action litigation against the Trust. The history of Trust payment plans, including the TDP, is described in a series of federal court opinions. *See, In re Joint E. & S. Dist. Asbestos Litig. (Findley v. Falise)*, 878 F. Supp. 473 (E. & S.D.N.Y. 1995), *aff’d in relevant part, rev’d in part, vacated and remanded on other grounds*, 78 F.3d 764 (2d Cir. 1996). The TDP was modified in certain respects in 2002 (“2002 Manville TDP”). *See, In re Joint E. & S. Dist. Asbestos Litig.*, 237 F. Supp.2d 297 (E. & S.D.N.Y. 2002).

A.6. Can claimants still file claims under the initial 1995 Manville TDP?

No. All Manville Trust claims filed since October 10, 2003 are processed pursuant to the 2002 Manville TDP.

Claimants with FIFO numbers greater than 445,000 who have already filed claims with the Trust pursuant to the 1995 TDP *and received initial five percent (5%)*

payments may elect to re-file their claims pursuant to the 2002 TDP, but any sums paid pursuant to the 1995 TDP will be offset against any amounts they will receive under the 2002 TDP.

- ✓ *Claimants who seek additional compensation for one of the 2002 Scheduled Disease levels will need to verify that they meet the criteria for the new disease.*
- ✓ *E-filers will need to complete a new categorization decision tree (CDT), and all filers must meet the new Significant Occupational Exposure (SOE) requirements for Level III, IV, V, and VII claims.*
- ✓ *There is no deadline for re-filing these claims*
- ✓ *Claimants will receive full TDP resolution options (re-categorization, ADR, individual evaluation) with the offer for their re-filed claim.*

A.7. Can a claim filed under the 1995 Manville TDP that was deactivated and never resolved be reactivated and processed under the 1995 TDP?

No. A claim that was filed before October 10, 2003 and then deactivated must be reactivated and will be processed pursuant to the 2002 TDP.

A.8. If a claimant resolved a non-malignancy claim pursuant to the 1995 TDP and subsequently develops lung cancer or mesothelioma, will their second injury claim be resolved pursuant to the 2002 TDP?

Yes.

A.9. Can a claimant receive faster review if he or she is dying?

Yes. Section C.10 of the 2002 TDP directs the Manville Trust to give priority in processing to “Exigent Health” claims, where there is substantial medical doubt that the claimant will survive six more months because of an asbestos-related illness. An Exigent Health Status Request Form is available at the CRMC website, www.claimsres.com, under the documents tab at letter “E.”

A.10. Is faster processing also available if a claimant has severe financial hardship?

Yes. Section C.10 of the 2002 TDP also directs priority processing where the Trust, in its sole discretion, determines there is a causal connection between a claimant’s poor financial condition and an asbestos-related disease. A Hardship Application Form is available at the CRMC website, www.claimsres.com, under the documents tab at letter “H.”

A.11. Do I need a lawyer to file a Manville Trust claim?

No. A claimant is not required to have a lawyer to file a Manville Trust claim with CRMC. A claimant may file a claim “*pro se*” (without a lawyer) by filing a completed proof of claim form along with all required documentary evidence. However, most claimants with asbestos-related injuries are also eligible for

compensation from sources other than the Manville Trust. Without a lawyer who is familiar with filing asbestos claims, it is unlikely that a claimant will receive the full compensation to which he or she is entitled from all sources. The great majority of Manville Trust claimants select a lawyer to file their claim.

A.12. Won't a lawyer take a large share of my Manville Trust settlement payment?

No. No matter what a claimant's contract with his or her lawyer says, Section J of the 2002 TDP limits attorneys' fees to 25% of a Manville Trust settlement payment, exclusive of costs chargeable to the claimant. This does not limit the attorneys' fees on compensation obtained from sources other than the Manville Trust, which tend to be higher.

A.13. Can CRMC recommend a good asbestos lawyer to handle my claim?

No. CRMC cannot provide lawyer recommendations, nor can it give any legal advice about how to handle your claim.

A.14. Are documents available relating to the Johns Manville Company's asbestos history?

Yes. CRMC manages the Asbestos Claims Research Facility (ACRF) in Aurora, Colorado. The ACRF maintains a massive collection of historical JM documents relating to all aspects of its asbestos business, which it makes available for the research needs of Manville Trust Beneficiaries. Information regarding the ACRF is available at the CRMC website, www.claimsres.com, under the documents tab at letter "A."

B. Claim Criteria

B.1. Does DLCO factor into PFT submissions under the 2002 TDP?

DLCO values are not accepted as evidence to meet any Scheduled Disease criteria under the 2002 TDP.

B.2. What types of cancer claims are eligible for Level I compensation?

'Other' cancers that are not specifically designated as Level V Other Cancers, such as pancreatic or kidney cancer, with underlying asbestos-related disease and a causation statement, could be filed as Level I claims.

B.3. Is benign mesothelioma compensable?

No. Benign mesothelioma is not a compensable disease pursuant to either the 1995 TDP or the 2002 TDP.

B.4. Can claims based upon pre-September 1, 2002 diagnosis of stomach cancer be filed pursuant to the 2002 TDP?

Yes.

- Like all other claimants whose date of diagnosis is before September 1, 2002, they may elect to file their claims pursuant to the 2002 TDP.
- In order to file a stomach cancer as a 2002 TDP Level V claim, the claimant must meet the 2002 TDP evidentiary requirements for underlying Bilateral Asbestos-Related Nonmalignant Disease and the Significant Occupational Exposure (SOE) requirement, and they must have medical documentation establishing asbestos exposure as a contributing factor in causing their stomach cancer.
- Consistent with the 2002 TDP Second Injury Claim policy, Section C.6, if the stomach cancer was diagnosed before a non-malignancy claim settlement, a set-off will be taken for the liquidated value of that prior settlement. In this situation, depending on future changes in the pro rata share percentage, it is possible that no additional payment would be made. For instance, if a claimant who had been diagnosed previously as having stomach cancer received a five percent (5%) Scheduled Value payment based upon underlying Category III asbestosis, their liquidated value of \$50,000 was higher than the Scheduled Value for the 1995 TDP's Category IV Other Cancer (\$40,000) and the 2002 TDP's Level V Other Cancer (\$45,000). If the pro rata share remains at five percent (5%), no additional Scheduled Value payment would be made. However, a claimant could request individual evaluation to determine whether any additional payment is appropriate. If the stomach cancer was diagnosed subsequent to settlement of the non-malignancy claim, no set-off would be taken for the earlier settlement.

B.5. Will Level VI lung cancer claims be routed to Individual Evaluation automatically?

Yes.

The 2002 TDP indicates that Level VI lung cancer claims will be subject to an absolute maximum value of \$50,000 and a claim average of \$40,000. The TDP goes further in stating that Level VI lung cancer claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure (SOE) may be individually evaluated, but it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a smoker.

To accommodate these guidelines CRMC developed a matrix for L6 claims in June 2006. The key factors outlined above are taken into consideration. When the Categorization Decision Tree (CDT), CRMC's automated valuation system, is run for a claim either by a CRMC staff member or a law firm user, these variables

are calculated. At CDT submission, the system determines the L6 value based on the matrix below. The resulting offer is CRMC’s final Individual Evaluation offer. The only options following this offer are to accept the offer or to request ADR pursuant to either the AD2 or value arbitration procedures.

| | Criteria | | | | |
|-------|------------------|-----|------------------------------|-----------|--------|
| Award | Cancer Pathology | SOE | Bilateral Underlying Disease | Causation | Smoker |
| 50K | Yes | No | Yes | Yes | No |
| 50K | Yes | Yes | No | Yes | No |
| 40K | Yes | No | Yes | Yes | Yes |
| 40K | Yes | Yes | No | Yes | Yes |
| 30K | Yes | No | No | Yes | No |
| 25K | Yes | No | No | Yes | Yes |

B.6. Why is there a cut-off date of 1982 for JM exposure?

There was very little exposure to JM asbestos after 1982. While this rebuttable presumption was included in the categorization criteria, it can be overcome with claimant-specific exposure evidence at individual evaluation.

C. Supporting Evidence

C.1. Must a diagnosis supporting a Manville Trust claim be made by a physician who physically examined a claimant?

Generally, yes. Under Section E.1(a) of the 2002 TDP, the physician who provides the diagnosis of an asbestos-related non-malignant disease for a living claimant must personally have performed a physical examination of the claimant. A memorandum describing the indicia of reliability and credibility of physical examinations that CRMC looks for is available at the CRMC website, www.claimsres.com, under the documents tab at letter “M,” with the title “Medical Evidence Credibility.”

C.2. Does CRMC accept medical reports from all doctors and medical facilities?

No. CRMC has suspended acceptance of medical reports from a number of specific physicians and medical facilities, and currently will not accept medical reports from these suspended medical providers to support a Manville Trust claim. The names of the suspended physicians and facilities are available in notices on the CRMC website, www.claimsres.com, under the documents tab at letter “M” and titled “Suspension of Acceptance of Medical Records.” Check all such notices on the website to determine if a particular physician or facility is suspended.

C.3. Can a claim be paid if it is supported by a medical report from one of the suspended doctors or facilities?

CRMC will not currently accept medical reports prepared by the suspended medical providers. If your firm has pending or as-yet unfiled claims that rely on medical reports prepared by suspended providers, you can obtain medical reports from other providers and have the claims considered on the basis of this other medical evidence. Alternatively, you may wait for the conclusion of the pending external investigations to see if the suspension of the medical provider will be lifted. If you have unresolved claims supported by medical reports prepared by one of the suspended medical providers and the claimant has died, please provide CRMC with whatever medical evidence you wish to have considered along with proof of death and CRMC will consider the evidence individually.

CRMC did not withdraw outstanding settlement offers for claims based upon reports of the suspended physicians and facilities. However, claimants' only option is to accept those offers, unless they submit new medical reports from acceptable physicians and facilities.

C.4. Will CRMC suspend acceptance of medical reports from more doctors and medical facilities?

That is unknown. There are ongoing governmental and private investigations regarding physicians and medical facilities that provided a large volume of medical reports to support asbestos personal injury and other claims. Section E.1(b) of the 2002 TDP requires that the Manville Trust, before making any payment to a claimant, must have "reasonable confidence that the medical evidence provided in support of the claim is credible and consistent with recognized medical standards." If investigations reveal information that makes it impossible to have reasonable confidence in the credibility of medical evidence from additional physicians and facilities, CRMC will act accordingly.

C.5. How do I establish that a claimant meets the Significant Occupational Exposure (SOE) criteria?

Pursuant to Section D of the 2002 TDP, claimants must establish that they meet the criteria for Significant Occupational Exposure to asbestos (SOE) in order to be eligible for compensation under scheduled disease Levels III, IV, V, and VII. SOE is defined at Section E.2(b) of the 2002 TDP. (SOE is not required for Levels I, II, VI, and VIII.) Guidance regarding how to establish SOE is available at the CRMC website, www.claimsres.com, under the documents tab at letter "S" with the title "Significant Occupational Exposure (SOE) Requirements." Among other things, that document explains how to use the "SOE Occupation and Industry Chart" to determine if a claimant presumptively meets the SOE criteria on the basis of his or her work history, as well as how to use the separate "SOE Proximity Chart," which applies only to electricians.

C.6. What is the difference between the SOE affidavits and the unsworn declarations made under penalty of perjury?

The difference is in format only. They are substantively and functionally interchangeable. Properly completed, both formats are accepted by the CRMC as part of the supporting evidence of SOE. Both formats also are routinely accepted by courts. The unsworn declaration format was offered in response to customer requests. Law firms reported two problems with the affidavit as the sole option for complying with 2002 TDP claims that require SOE. Some clients lacked easy access to notaries, required for executing an affidavit, and others objected on religious grounds to making sworn statements.

C.7. Is it necessary for law firms to retain the original ‘hard copy’ release or is an electronic copy sufficient?

If the controlling jurisdiction for the release recognizes an electronic copy as an ‘original’ enforceable release, the Manville Trust and the CRMC do not require that law firms retain the original ‘hard copy’ release. However, it may be necessary to retain the ‘hard copy’ to comply with your firm’s insurance or other policy requirements or with your jurisdiction’s requirements.

C.8. How can defense counsel obtain claim-related information and documents?

Section I of the 2002 TDP establishes the way in which information and documents regarding individual Manville Trust claims must be made available in litigation between Trust Beneficiaries, which includes asbestos personal injury plaintiffs and defendants. Guidance regarding CRMC’s procedures for release of claimant information and documents are available at the CRMC website, www.claimsres.com, under the documents tab at letter “T” with the title “Third Party Discovery – CRMC Response to Subpoenas Pursuant to the 2002 Manville TDP.”

D. Payment Issues

D.1. What is the “*pro rata*” payment percentage?

The courts that supervise the Trust determined that it has insufficient assets to pay every claimant the full value of his or her claim. For this reason, Section H of the 2002 TDP directs the Trust to pay each claimant as equal a share as possible of their claim’s value. This share, or “*pro rata*” payment percentage, is currently 7.5%. Therefore, Manville Trust claimants who establish their eligibility for one of the eight scheduled disease levels in the 2002 TDP can expect to receive a settlement payment of 7.5% of the value shown in Section D of the TDP for that

disease level. The pro rata payment percentage also applies to claims resolved by arbitration, individual evaluation, or litigation.

D.2. Has the pro rata payment percentage changed, and can it change again?

As indicated in both the 1995 TDP and the 2002 TDP, the pro rata payment percentage initially was set in 1995 at ten percent (10%). However, in June 2001, the Trust reduced the pro rata share to five percent (5%) of liquidated value (the total claim value) on an interim basis. In March, 2008, the Selected Counsel for the Beneficiaries (SCB) and the Legal Representative of Future Claimants (Legal Representative), whose consents are required to adjust this rate, agreed to raise the pro rata payment percentage to 7.5%, where it remains. The parties will continue to review the pro rata payment percentage periodically to determine if it should change.

D.3. Are Level I Cash Discount Payments affected by changes in the pro rata share?

No.

D.4. Are all claims with FIFO numbers less than 445,000 paid a ten percent (10%) pro rata share? Could a claim with a FIFO number greater than 445,000 be paid at ten percent (10%)?

- Unless their offers have expired, claimants whose FIFO numbers are less than 445,000 remain eligible to receive ten percent (10%) pro rata payments throughout the continued processing of their claim (i.e., individual evaluation or arbitration).
- Expired ten percent (10%) pro rata share offers may be reissued (without other TDP settlement options, such as ADR or IE) to claimants whose FIFO numbers are less than 445,000. However, if new medical evidence is submitted to support a claim with a FIFO number below 445,000, the claim is assigned a new FIFO number and the pro rata share will be determined by the payment percentage in effect when the new FIFO number is assigned.
- In addition, some claims with FIFO numbers greater than 445,000, such as Exigent Health and Hardship claims filed during a payment moratorium between March 26 and June 19, 2001, have been paid a ten percent (10%) pro rata share.

D.5. Will payments for foreign claims (where exposure was outside the U.S. or Canada), still be made at one-third the standard Scheduled Value for their respective claim level?

Yes. This includes claims for Level I/Other Asbestos Disease (Cash Discount Payment). The exception is for claimants who establish that their injury arises

from exposure at a foreign Johns-Manville facility. For additional information, please refer to the “Foreign Claims Policy,” available at the CRMC website, www.claimsres.com, under the “Documents” tab at letter “F.”

D.6. How does a law firm arrange to receive payments through electronic funds transfer?

By executing and submitting a copy of CRMC’s Agreement for Electronic Funds Transfer, available at the CRMC website, www.claimsres.com, under the documents tab at letter “E.” Contact Debra Jones (ext. 820) for more information.

E. e-Claims Procedures and Issues

E.1. What is the e-Claims™ system?

The e-Claims™ system is CRMC’s automated claims processing system, custom designed to process and value asbestos personal injury claims speedily and economically. The e-Claims™ system was recently modified to enhance CRMC’s ability to handle claims for multiple asbestos bankruptcy trusts. With the e-Claims™ system, law firms have the opportunity to become e-filers, which permits them to file claims electronically and to value them immediately through a secure on-line web connection.

E.2. How does a law firm become an e-filer?

Law firms that wish to become e-filers should contact Debra Jones (703-204-9300, ext. 820) to learn how to get e-Claims™ system certified. Firms that are not yet certified can contact Debra to request view-only access to their claims information and status and they can stay advised of CRMC policies through the CRMC website. Debra also can provide information on electronic funds transfers (EFT).

E.3. Can a law firm be both an e-filer and a paper filer?

No.

E.4. Is there a status other than e-filer and paper filer?

Yes. With the launch of e-Claims™ system version 3.0 in December 2005, CRMC introduced hybrid filer (H-filer) status, which gives most of the advantages of e-filing to paper claim filers. They are able to enter their claim demographics, upload medical documents, receive on-line offers and denials and receive electronic funds transfer instead of paper checks. The only difference is that an H-Filer cannot run the CDT which places the value on the claim. CRMC staff will do that for all H-Filers.

E.5. How will instruction be handled as e-ClaimsTM system changes are made?

As enhancements are made to the e-ClaimsTM system notices are placed on the CRMC web site under the documents tab in a separate tab entitled “What’s new”. In addition all User Administrators for E and H filers are notified via email. When major enhancements are made, CRMC hosts web meetings where CRMC staff members and law firm representatives discuss the changes.

As new questions arise, they will be added to the Frequently Asked Questions (FAQs) posted on the CRMC website.