

**MLC ASBESTOS PI TRUST**  
**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

**Effective January 2, 2024**

**MLC ASBESTOS PI TRUST**  
**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

Pursuant to Section 5.10(a) of the MLC Asbestos PI Trust Distribution Procedures (the “TDP”), the MLC Asbestos PI Trust (the “PI Trust”) hereby establishes the following Alternative Dispute Resolution (“ADR”) Procedures to resolve all present and future Asbestos Personal Injury Claims, as that term is defined in the Second Amended Joint Chapter 11 Plan of Motors Liquidation Company, *et al.*, f/k/a General Motors Corp., *et al.*, dated as of March 17, 2011 (as it may be amended or modified, the “Plan”). All capitalized terms herein shall be as defined and/or referenced within the TDP.

**I. OVERVIEW**

CRMC will serve as the private adjudication coordinator (the “Private Adjudication Coordinator”), at the cost of the PI Trust, to administer these ADR Procedures. To initiate these procedures, the claimant must make a written request to the Private Adjudication Coordinator via email to [MLC-ADRProcessing@claimsres.com](mailto:MLC-ADRProcessing@claimsres.com) or regular mail. Within twenty (20) days of a claimant’s request for ADR, the Private Adjudication Coordinator will send the claimant an ADR packet containing the documents necessary to pursue the ADR process. 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.

The ADR process available to the claimant includes both non-binding and binding elements. As detailed below, there are mandatory procedures, *i.e.*, the Meet and Confer with PI Trust Counsel, as well as voluntary options, including Binding and Non-binding Arbitration, to be utilized by the claimant and the PI Trust in proceeding toward settlement. 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 claimants are represented by the same counsel, unless the PI Trust, in its sole discretion, decides 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, however, the arbitrator shall determine the compensability and or value of each individual claim using the valuation factors set forth in Section 5.3(b)(2) of the TDP, and the claimants’ positions in the PI Trust’s FIFO Processing and Payment Queues must be maintained separately.

The requisite steps in the ADR process are as follows, in order:

**ADR Proceedings (Two Stages):**

**Stage One: Meet and Confer with PI Trust Counsel**

**Stage Two: Arbitration (Binding or Non-Binding)**

## **Initiation of ADR**

Within twenty (20) days of a claimant's request for ADR, the Private Adjudication Coordinator will send the claimant an ADR packet containing a copy of these procedures and the following:

1. Summary Outline of the ADR Procedures with the time limits identified;
2. Affidavit of Completeness;
3. Request for Meet and Confer with PI Trust Counsel;
4. Election Form and Agreement to submit to Binding Arbitration; and
5. Election Form and Agreement to submit to Non-binding Arbitration.

A claimant who wishes to proceed through the ADR process must engage in the Meet and Confer with PI Trust Counsel process before any form of arbitration. Only after either party rejects a non-binding arbitration award in accordance with these ADR Procedures may a claimant proceed to then commence a lawsuit in the tort system. It is the claimant's responsibility to comply with the ADR time deadlines. Although the deadlines may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the claim, then thirty (30) days thereafter the claim shall be deemed withdrawn under Section 6.3 of the TDP.

If the claimant requests arbitration, either binding or non-binding, the PI Trust shall execute the appropriate election form and agreement. If the claimant requests binding arbitration, then the claimant and the PI Trust waive their respective rights to file a lawsuit with respect to the PI Trust Claim as set forth in the TDP.

If either party rejects a non-binding arbitration award, and the claimant has otherwise complied with the requirements of these ADR Procedures and the Plan, then pursuant to Sections 5.11 and 7.6 of the TDP, the claimant may file a lawsuit against the PI Trust in the Claimant's Jurisdiction, as that term is defined in Section 5.3(b)(2) of the TDP.

## **II. ADR PROCEEDINGS SUMMARY**

### **A. Showing Required**

As set forth in the TDP, in order to establish a valid PI Trust Claim, a claimant must make a demonstration of, among other things, exposure to an asbestos-containing product for which the PI Trust bears legal responsibility.

**B. Meet and Confer with PI Trust Counsel**

Before proceeding to arbitration, a claimant, or if the claimant is represented by counsel, the claimant’s counsel, must first participate in a telephone conference with PI Trust counsel. The claimant or claimant’s counsel and PI Trust counsel shall discuss all issues related to the compensability and/or value of the claim. The Meet and Confer with PI Trust Counsel shall be in the nature of a settlement conference.

**C. Binding and Non-binding Arbitration Procedures**

Upon completion of the Meet and Confer with PI Trust Counsel, the claimant may request binding or non-binding arbitration. Regardless of the claimant’s election of binding or non-binding arbitration, the PI Trust shall execute the appropriate Election Form and Agreement.

Binding arbitration shall be conducted in the “final offer” format also known as “baseball style” arbitration. In any arbitration for a non-Extraordinary Claim involving Disease Levels I-II, the arbitrator shall not return an award in excess of the Scheduled Value for such claim. In any arbitration for a non-Extraordinary Claim involving Disease Levels III-VII, the arbitrator shall not return an award in excess of the Maximum Value for the relevant Disease Level as set forth Section 5.3(b)(3) of the TDP. If the arbitration involves a claim that qualifies as an Extraordinary Claim, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) of the TDP. *See* TDP § 5.10(c).

Provided the claimant complies with these procedures, the PI 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. If the parties agree to engage in binding arbitration, then the claimant and the PI Trust waive their respective rights to institute a lawsuit with respect to the PI Trust Claim as set forth in Sections 5.11 and 7.6 of the TDP.

**III. RULES GOVERNING THE MEET AND CONFER WITH PI TRUST COUNSEL**

Within ninety (90) days of a claimant’s receipt of the ADR packet from the Private Adjudication Coordinator, the claimant must initiate the ADR process by returning an executed Request for Meet and Confer with PI Trust Counsel Form (Attachment A) to the PI Trust along with an executed Affidavit of Completeness (Attachment B). Claimant or claimant’s counsel may sign the Request for Meet and Confer with PI Trust Counsel Form and Affidavit of Completeness.

## **A. Rules Governing the Meet and Confer with PI Trust Counsel**

### **1. Telephone Conference with PI Trust Counsel**

Within thirty (30) days of the Private Adjudication Coordinator's receipt of the signed Request for Meet and Confer with PI Trust Counsel Form, the Private Adjudication Coordinator shall schedule a telephone conference with the claimant or, if the claimant is represented by counsel, claimant's counsel, and PI Trust counsel. To the extent possible, the telephone conference will occur within sixty (60) days of the Private Adjudication Coordinator's receipt of the signed Request for Meet and Confer with PI Trust Counsel Form.

### **2. Exchange of Information**

After the Meet and Confer with PI Trust Counsel, if either party believes that additional documentary evidence could be relevant to the determination of the claim's compensability or value, the parties shall produce any such evidence to the other side within thirty (30) days of the Meet and Confer with PI Trust Counsel conference call (the "Document Submission Period").

### **3. Conclusion of the Meet and Confer with PI Trust Counsel**

The Meet and Confer with PI Trust Counsel shall be deemed concluded either (a) 21 days following the Meet and Confer with PI Trust Counsel conference call unless either party intends to submit additional information to the other side within the Document Submission Period; or (b) if either side indicates the intention to submit such information, then 21 days following the date of the end of the Document Submission Period.

### **4. Submission of Written Offers After Meet and Confer with PI Trust Counsel**

At the conclusion of the Meet and Confer with PI Trust Counsel, the parties shall 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, then the claimant may request binding or non-binding arbitration by sending to the PI Trust the appropriate signed Election Form and Agreement. If the claimant fails to request either binding or non-binding arbitration within 60 days of the expiration of the ten (10) day period, then the claimant's PI Trust Claim shall be deemed withdrawn under Section 6.3 of the TDP.

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

### **A. Election of Arbitration**

1. If the claimant has completed the Meet and Confer with PI Trust Counsel, the claimant or claimant's counsel shall submit to the Private Adjudication Coordinator a signed Election Form and Agreement for Binding or Non-binding Arbitration (respectively, Attachment C or D) within 60 days after the expiration of the 10-day period following the exchange of written settlement offers after the Meet and Confer with PI Trust Counsel.

If an attorney or other agent represents the claimant, both the attorney and the claimant shall sign the Election Form and Agreement for Binding Arbitration. The attorney or agent may not sign the Election Form and Agreement for Binding Arbitration in place of, or for, the claimant unless the claimant is incapacitated, incompetent, or deceased and the attorney or agent has been designated legally to act on the claimant's behalf. Documentation of this legal designation will be required.

The Private Adjudication Coordinator shall review the Election Form and Agreement for Binding or Non-binding Arbitration and within five (5) business days of receipt, the Private Adjudication Coordinator shall sign the form and send the fully-executed form to the claimant and PI Trust Counsel along with the executed Affidavit of Completeness if the Affidavit of Completeness was not previously sent in connection with the Meet and Confer with PI Trust Counsel.

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

1. As soon as reasonably possible after the receipt of the signed Election Form and Agreement for Binding or Non-binding Arbitration, but no more than 15 days after the receipt of such form, the Private Adjudication Coordinator shall select an arbitrator from the CRMC panel of asbestos disease claims trust arbitrators who have been selected and trained to review disputes. Arbitrator assignments will be made on a rotating basis by the Private Adjudication Coordinator. The Private Adjudication Coordinator shall promptly notify the potential arbitrator of their assignment, providing the arbitrator with the names of the parties and their counsel and a Conflicts Disclosure and Arbitrator's Oath form (Attachment E) ("Conflicts Form"). If a potential arbitrator is unable or unwilling to serve, then the CRMC shall select a replacement.
2. The potential arbitrator shall execute and submit the Conflicts Form to the Private Adjudication Coordinator no later than five (5) days after receipt of their notice of appointment. The Private Adjudication Coordinator shall send notice of the arbitrator's appointment and the executed Conflicts Form to the

parties within five (5) days of receipt from arbitrator. A party who objects to the arbitrator's appointment shall send written notice of same to the opposing party and/or their counsel and the Private Adjudication Coordinator within five (5) days of receipt of appointment notice. Upon a party's objection to the arbitrator's continued service, the arbitrator shall determine whether to recuse themselves from the arbitration. If either party disagrees with the arbitrator's recusal decision, that party shall notify the opposing party and the Private Adjudication Coordinator of this disagreement and may petition the Private Adjudication Coordinator for relief.

**C. Extraordinary Claims and Those Reviewed by the Extraordinary Claims Panel**

If the PI Trust or the Extraordinary Claims Panel has determined to give extraordinary claim treatment to a PI Trust Claim, the Private Adjudication Coordinator shall forward such decision to the arbitrator, and the parties may submit a final request in an amount up to the maximum extraordinary value for such a claim as set forth in Section 5.4(a) of the TDP. In such circumstances, the arbitrator may issue an award in accordance with such a request/offer. The arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as set forth in Section 5.4(a) of the TDP.

If the PI Trust and the Extraordinary Claims Panel declined to give extraordinary claim treatment to the claim, the arbitrator shall not be informed of the Extraordinary Claims Panel's decision. The only issue that will be the subject of the arbitration will be the value of the claim, and not the decision to decline the claim's extraordinary treatment. The claimant must confine his/her demand to the values ascribed in Section 5.3(b)(3) of the TDP.

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

All binding arbitration shall be conducted in the "final offer" format also known as "baseball style" arbitration. In the course of submitting the arbitration materials, the parties shall submit their final offer of settlement which shall also serve as the party's demand for arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

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

Within 20 days of the appointment of the 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 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 addressing issues raised at the initial pre-hearing conference. Unless otherwise agreed to by the parties, supplements must be sent to the opposing party and to the arbitrator within ten

(10) days after the pre-hearing conference. The Private Adjudication Coordinator will provide the arbitrator with the TDP.

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

1. Within fifteen (15) calendar days of the receipt of both parties' statements, the Private Adjudication Coordinator shall contact the claimant, the arbitrator, and the PI Trust to schedule the initial pre-hearing conference. The pre-hearing conference shall be held by telephone conference call and presided over by the arbitrator.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date and select the location of the arbitration. Except in the case of Foreign Claims, the arbitration hearing shall take place either at the location of the arbitrator or, if the arbitrator is willing to travel, a location mutually agreed upon 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 parties shall each bear their own costs of travel to the hearing. The arbitration hearing should be scheduled not less than forty-five (45) days, and not more than sixty (60) days, from the date of the initial pre-hearing conference. The Private Adjudication Coordinator will mail a confirmation notice of this date to the claimant and the PI Trust.
3. At the election of the claimant, the arbitration hearing may be conducted by video conference. If the claimant so elects, then the claimant must state that election in writing prior to the initial pre-hearing conference. The Private Adjudication Coordinator will make appropriate arrangements for the PI Trust, claimant, and the arbitrator to participate by video conference. The PI Trust shall pay reasonable costs for its and the arbitrator's use of video conference equipment and facilities. The claimant shall only be responsible for his/her costs (including participation by claimant's counsel).
4. During the initial pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties and/or certainty as to:
  - a. narrowing the issues (through methods including but not limited to stipulation of facts);
  - b. whether the claimant will appear at the hearing (at the claimant's sole discretion);
  - c. any legal issues; and
  - d. any other matters that will expedite the arbitration proceedings.

If the parties do not agree on these issues, then the arbitrator may issue orders governing the process. Such orders may not conflict with these ADR Procedures or the TDP.



**G. No Discovery With Limited Exceptions**

There shall be no discovery except as specifically provided below. The purpose of the arbitration is to resolve differences between the PI Trust and the claimant based only on the testimony and evidence described in Section IV.K.3.b below. Except, however, if the PI Trust commissions an independent medical examination or a third-party medical review upon which the PI Trust relies in evaluating the claimant's claim, then the claimant may depose the medical professional conducting the review or examination after having a reasonable opportunity to study any report or written opinion generated by the medical professional.

**H. No Record of Proceedings Unless Requested by Arbitrator**

There will be no record or transcript of the proceedings unless and except if the arbitrator requests a transcript to assist him/her in reviewing the evidence or otherwise to aid in the decision-making process. In the event an arbitrator requests a transcript prior to the arbitration, then the PI Trust shall arrange for a court reporter and shall pay all expenses associated with the preparation of the transcript. In no event, however, will the transcript be made available to the parties, nor shall any time required for preparation of the transcript affect the time for the arbitrator to render a decision.

**I. Postponement of Hearing**

The arbitrator for good 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 all of the parties agree.

**J. Duration of Hearings**

The arbitrator shall complete the hearing in one (1) day except for good cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those set limits. The parties shall request no more than two (2) hours apiece for the presentation of their cases.

**K. Procedure at Arbitration Hearing**

**1. Testimony Under Oath or Affirmation**

If the claimant or any other witness testifies, such 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. During the hearing, the arbitrator shall apply the medical and exposure evidentiary requirements that are set forth in Section 5.7 of the TDP. In the case of an arbitration involving the

liquidated value of a claim, the arbitrator shall apply the valuation factors set forth in Section 5.3(b)(2) of the TDP. 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 PI 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 PI Trust prior to the execution of the Affidavit of Completeness;
  - (ii) Election Form and Agreement for binding or non-binding binding arbitration;
  - (iii) Testimony of the claimant. The claimant may offer testimony regarding the nature and extent of compensable damages, including physical injuries, and/or exposure evidence. The PI Trust may cross-examine on these issues. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony;
  - (iv) Any additional deposition testimony taken by the PI Trust or the claimant, and provided to both sides, prior to the initiation of ADR;
  - (v) As set forth in TDP Section 5.10, the underlying data used to create the applicable valuation methodologies and/or matrices used by the PI Trust in Individual Review, if submitted to the claimant or his or her counsel at least ten (10) days prior to the arbitration hearing. In addition, historical information provided

by the claimant regarding similarly situated claimants in the tort system, if submitted to the PI Trust at least ten (10) days prior to the arbitration;

- (vi) Evidence relating to claims that do not meet the presumptive medical/exposure criteria of the TDP;
- (vii) In the case of Indirect PI Trust Claims, such evidence as the parties deem necessary or appropriate, but only if such evidence is provided to the other party at least ten (10) days prior to the arbitration;
- (viii) Evidence establishing that the claimant was not exposed to an asbestos-containing product for which the PI Trust is responsible, including evidence related to product misidentification, but only if provided to the claimant or his/her counsel at the time of the PI Trust's filing of its initial pre-hearing statement described in Section IV.E. above;
- (ix) Any evidence submitted by either party in connection with the Meet and Confer with PI Trust Counsel and/or the Document Submission Period following the Meet and Confer with PI Trust Counsel conference call;
- (x) In arbitrations involving Foreign Claims, the PI 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;
- (xi) Evidence presented by the PI 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; and
- (xii) Arguments of the claimant and the PI Trust. The arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

#### **L. Arbitration in the Absence of a Party or Representative**

The claimant may choose whether or not to attend the arbitration in person in his/her sole discretion. 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 he or she desires to be present but cannot. 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.

**M. Conclusion of Hearing and Submission of Post-Hearing Briefs**

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 statements will be permitted only upon order of the arbitrator and shall be served upon the arbitrator no later than ten (10) days after the hearing is closed. Such statements 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 statements, whichever is later.

**N. Option to Waive Oral Hearings**

The parties may request a waiver of oral arbitration hearings. Oral arbitration hearings will only be waived if all parties consent.

**O. 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 statements, whichever is later.
2. The decision shall state only the amount of the award, if any, and shall not state reasons for the award. An arbitrator shall not be permitted to make any award beyond what is allowed in the TDP or to award punitive, exemplary, trebled or other like damages or attorneys' fees. Pre-judgment and/or post-judgment interest nor costs shall not be sought or allowed. The arbitration award shall be subject to the applicable payment percentage. The award shall dispose of all monetary claims presented to the arbitrator and shall determine fully the only issue to be decided: the amount, if any, at which the claim value should be fixed. To assist the arbitrator, the Private Adjudication Coordinator will provide the arbitrator with a schedule setting forth the TDP Disease Levels and the Scheduled, Average and Maximum Values of each Disease Level. Unless the PI Trust or the Extraordinary Claims Panel has determined that a claim is entitled to extraordinary treatment during the claims review process, the arbitrator's award shall not exceed the Scheduled Value for a non-Extraordinary Claim involving Disease Levels I and II. In the case of a non-Extraordinary Claim involving Disease Levels III-VII, the arbitrator's award shall not exceed the Maximum Value for the appropriate Disease Level as set forth in Section 5.3(b)(3) of the TDP. If the PI Trust or the Extraordinary

Claims Panel determined to give extraordinary treatment to a claim, the Private Adjudication Coordinator will provide the arbitrator with a schedule setting forth the maximum extraordinary value for such a claim. As set forth in Section 5.4(a) of the TDP, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim. In all cases, the arbitrator's award is subject to Section 5.10(c) of the TDP.

**P. Payment of Award**

Pursuant to the TDP, the PI Trust will promptly send to the claimant the appropriate release or notify the release is available for download. The PI 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 that time.

**Q. Rejection of Non-binding Award**

1. A party in a non-binding arbitration proceeding that wishes to reject the non-binding award must notify the other party in writing within thirty (30) days from the date a non-binding award is issued. If no rejection is received or sent by the PI Trust, then the decision will stand, and the award shall be deemed accepted by both parties and the PI Trust will promptly send to the claimant the appropriate release or notify the release is available for download. The PI Trust will then pay the claim in accordance with the TDP in effect at that time.

**2. Procedure for Rejected Award**

**a. Rejection by Claimant**

If claimant has sent the PI Trust timely notification of rejection of a non-binding award and wishes to pursue the claim through litigation, then the claimant must notify the PI Trust through correspondence addressed to CRMC, copying Trust counsel that is postmarked no later than sixty (60) days from the date of the non-binding award. If notification is received within the sixty (60) day deadline and claimant wishes to pursue the claim, then the PI Trust will, within fifteen (15) days of receipt of this notification, send the claimant an authorization to commence litigation.

**b. Rejection by PI Trust**

If the PI Trust rejects the non-binding award, then claimant may elect binding arbitration or request that the PI Trust forward the authorization to commence litigation.

**V. GENERAL ADR PROCEDURES GOVERNING MEET AND CONFER, NON-BINDING ARBITRATION, AND BINDING ARBITRATION**

**A. ADR Submissions**

The claimant's submissions will be reviewed by the PI Trust's claims department before they are submitted to the arbitrator. If they contain materials not previously submitted in support of the claim, then the PI Trust claims department will review the additional information and determine the effect, if any, it would have on the PI Trust's evaluation of the claim. In appropriate situations, a new offer may be made to the claimant.

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

As a general matter, there shall be no grouping or bundling of claims by separate claimants at any stage of the ADR or arbitrations even if the claims are related and/or the claimants have the same counsel. Each claimant must proceed individually through the ADR and arbitration processes with all claims that claimant may have or may represent. This provision is intended to separate claims of differently exposed persons and has no effect upon multiple claims brought by a claimant's representative, such as heirs of a deceased worker. However, the PI Trust, in its sole discretion, may decide that it would be expeditious to allow an arbitration proceeding with respect to more than one claim of differently exposed persons, provided that the arbitrator individually values each such claim in accordance with the valuation factors set forth in Section 5.3(b)(2) of the TDP, and provided that the respective claimants' separate positions in the PI Trust's Processing and Payment Queues are maintained.

**C. No *Ex Parte* Communication**

There shall be no *ex parte* communication between the arbitrator and any counsel or party in any matter. All correspondence between the arbitrator and the parties will be facilitated by the Private Adjudication Coordinator.

**D. Claims and Defenses**

Subject to the requirements of the TDP, which shall be controlling, all available claims and defenses which exist in the Claimant's Jurisdiction shall be available to both sides.

**E. Costs of ADR**

**1. ADR expenses**

The PI Trust will pay the arbitrator's fee for non-binding or binding arbitration up to two thousand dollars (\$2,000.00) per claim depending on the length of the hearing; provided, however, that the PI Trust may, in its

discretion, allow a higher arbitrator's fee under appropriate circumstances. The PI Trust will assume costs of meeting and hearing facilities for arbitration. Claimants will pay their costs and attorney fees including any expenses incurred should the claimant testify.

**2. No Filing Fee**

No filing fee is required of the claimant for ADR, unless the PI Trust with the consent of the TAC and the Futures Representative decide that it would be in the best interests of the PI Trust and its beneficiaries to adopt such a fee.

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

Either party who continues with a binding arbitration or non-binding arbitration proceeding after knowing that any provision or requirement of these ADR 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 must be stated in writing and mailed to the PI Trust with instructions to forward the objection to the Private Adjudication Coordinator and to the arbitrator. A timely objection by the PI Trust shall be mailed to the claimant or his/her counsel and to the Private Adjudication Coordinator with instructions to forward to the arbitrator.

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

Each party to the ADR and arbitration agreements shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of ADR and 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 personal service, within or without the state where the pro bono evaluation, mediation or arbitration is to be held, whether the party is within or without the United States of America; or
3. By electronic mail.

**H. Time Limits Triggered Upon Receipt**

1. Documents sent by U.S. mail under these rules shall be deemed received five (5) 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 electronic mail shall be deemed received on the business day that the transmission is received.

**I. Exclusion of Liability**

Neither the Private Adjudication Coordinator nor the arbitrator shall be liable to any party for any act or omission in connection with any proceeding conducted under these ADR Procedures.

**J. Relationship of Rules to Election Form for Meet and Confer with PI Trust Counsel, Binding Arbitration Agreement or Non-binding Arbitration Agreement**

These Rules shall be deemed a part of, and incorporated by reference in, every duly executed ADR form and shall be binding on all parties.

**K. Arbitrator Immunity**

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

**L. Jurisdiction**

Any dispute under these ADR Procedures shall be subject to the jurisdiction of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

**M. Statement of Confidentiality**

1. All ADR and arbitration proceedings and information relating to the proceeding shall 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 PI Trust’s obligation to report to the Bankruptcy Court and to provide ongoing evaluation by the PI Trust, the TAC, and the Futures Representative. Except for documents prepared by a non-party which are introduced as evidence before an arbitrator, any document prepared by another 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 and arbitration proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties will not introduce into evidence in any other proceedings the fact that there was an arbitration, the nature or amount of the award. Written submissions may not be used for purposes of showing accord and satisfaction or *res judicata*. In binding arbitration, the decision of the arbitrator may be admissible in the event the claimant improperly seeks to



litigate the claim. The binding arbitration award shall be admissible in support of a motion to enjoin such litigation. No arbitrator or pro bono evaluator shall ever be subpoenaed or otherwise required by any party or any third party to testify or produce records, notes, or work product in any future proceedings.

**N. Amendments**

Except as otherwise ruled by the Bankruptcy Court, these rules, as they may from time to time be amended by the PI Trustee, with the consent of the TAC and the Future Claimants' Representative, shall be binding on all parties in the form in which they are in force on the date the claimant signs the election agreement.

**O. Time Limits**

The time limits included in these ADR Procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or for cause shown to the neutral party presiding over the particular ADR or arbitration proceeding. Any request for extension, however, shall first be made to the opposing party and then, if the parties cannot agree, shall be submitted to the Private Adjudication Coordinator who will request a ruling from the arbitrator as the case may be.

Although the deadlines set forth in these ADR Procedures may be extended by agreement or for cause shown, failure to comply with a deadline without obtaining an extension may result in withdrawal of the claim. Promptly after a claimant fails to comply with a specified deadline without obtaining an extension, the PI Trust shall send the claimant written notice of the failure to comply. If the claimant does not take any action on the claim, then thirty (30) days thereafter the claim shall be deemed withdrawn under Section 6.3 of the TDP and is no longer eligible for the ADR process.

**MLC ASBESTOS PI TRUST**

**REQUEST FOR MEET AND CONFER WITH ASBESTOS TRUST COUNSEL FORM  
(Attachment "A" to ADR Procedures)**

I, \_\_\_\_\_ ("Claimant"), Claim No. \_\_\_\_\_, hereby elect and agree to:

Attempt in good faith to resolve the dispute with the PI Trust regarding my Claim by a Meet and Confer with PI Trust Counsel under the terms set forth in the ADR Procedures. I have been provided with a copy of the ADR Procedures relating to the Meet and Confer with PI Trust Counsel. I understand and agree to those rules in the course of the Meet and Confer with PI Trust Counsel.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Claimant or Claimant's Attorney

Accepted and Consented to:

MLC Asbestos PI Trust

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**MLC ASBESTOS PI TRUST**

**AFFIDAVIT OF COMPLETENESS  
(Attachment "B" to ADR Procedures)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF COMPLETENESS**

I, \_\_\_\_\_, as the person [or legal representative of the person] who has filed a Trust Claim against the MLC Asbestos PI Trust, being duly sworn, depose and say:

I have furnished all information that I wish to be considered in the valuation of Claim number: \_\_\_\_\_.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

By: \_\_\_\_\_  
Claimant or Legal Representative of Claimant

Date \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

**MLC ASBESTOS PI TRUST**

**ELECTION FORM AND AGREEMENT FOR BINDING ARBITRATION  
(Attachment "C" to ADR Procedures)**

I, \_\_\_\_\_ ("Claimant"), Claim No. \_\_\_\_\_,  
hereby elect and agree to:

Submit all disputes with the PI Trust relating to my Claim to Binding Arbitration under the terms set forth for Binding Arbitration in the ADR Procedures. I have been provided with a copy of the rules relating to Binding Arbitration. I understand and agree to those rules in the course of the Binding Arbitration. I understand that as a result of this agreement, I will waive my rights to litigate my PI Trust Claim in Court including the right to trial by jury, and I will be bound by the arbitration award.

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Claimant

\_\_\_\_\_  
Claimant's Attorney

**Claimant and attorney must both sign**

Accepted and Consented to:

By accepting this agreement, the PI Trust waives its rights to litigate the Claimant's PI Trust Claim against the Claimant in Court including the right to trial by jury, and agrees to be bound by the arbitration award.

MLC Asbestos PI Trust

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**MLC ASBESTOS PI TRUST**

**ELECTION FORM AND AGREEMENT FOR NON-BINDING ARBITRATION  
(Attachment “D” to ADR Procedures)**

I, \_\_\_\_\_ (“Claimant”), Claim No. \_\_\_\_\_,  
hereby elect and agree to:

Submit all disputes with the PI Trust relating to my Claim to Non-Binding Arbitration under the terms set forth in the ADR Procedures. I have been provided with a copy of the rules relating to Non-Binding Arbitration. I understand and agree to those rules in the course of the Non-Binding Arbitration.

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Claimant or Claimant’s Attorney

Accepted and Consented to:

MLC Asbestos PI Trust

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**MLC ASBESTOS PI TRUST**

**CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH  
(Attachment "E" to ADR Procedures)**

**In the Matter of Arbitration Between \_\_\_\_\_ and the  
MLC 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 (including any of the Trustee of the Trust, the Trust's claims processor, TAC member law firms, the FCR and Motors Liquidation Company, *et al.* f/k/a General Motors Corp., *et al.*), their counsel, direct or indirect, whether financial, professional, social, or of any other kind. Also, please disclose whether you or anyone associated with your employer or firm represents or has ever represented any party in asbestos litigation. 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 also must be disclosed. Any doubts shall 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 Private Adjudication Coordinator for the MLC Asbestos PI Trust (the "Trust") will send the disclosure to 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 Private Adjudication Coordinator for the 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, any Constituent, the Trust, the Trust's claims processor, or the firms for which they work?                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you had any professional or social relationship with the Trustee of the Trust, any Constituent, the Trust's claims processor, or any parties identified to date in this proceeding or the entities for which they work? | <input type="checkbox"/> | <input type="checkbox"/> |

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| 3. Have you had any professional or social relationship of which you are aware with any relative of any party to this proceeding, any relative of counsel for any party to this proceeding, identified to date in 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?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you ever sued or been sued by either party or counsel for either party to this proceeding?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have you, or has anyone associated with your employer or firm, ever represented any party in asbestos litigation?  | <input type="checkbox"/> | <input type="checkbox"/> |

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\_\_.

---

Arbitrator



