



**SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST  
("the SHK TRUST")**

**HYBRID FILER AGREEMENT – THIS DOCUMENT MUST BE SIGNED BY A  
PRINCIPAL OF THE LAW FIRM**

This Hybrid Filer Agreement (the "Agreement") is made by and between the Claims Resolution Management Corporation (the "CRMC"), with offices at 3120 Fairview Park Drive, Suite 200, Falls Church, VA 22042, and

\_\_\_\_\_, the law firm of  
\_\_\_\_\_  
collectively, "the Parties."

**Recitals**

WHEREAS the CRMC processes asbestos personal injury claims filed against the SHK Trust; and

WHEREAS the Law Firm is a law firm which files asbestos personal injury claims on behalf of the Law Firm's clients ("Claimants").

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 Law Firm with access to the CRMC's e-Claims™ system, through which Law Firm may submit asbestos injury claims against the SHK 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 Law Firm will have access to the e-Claims system for the sole purpose of filing and settling e-Claims filings. The Law Firm will have access to information on the e-Claims system only regarding the Law Firm's own e-Claims filings, and will be authorized to act through the e-Claims system only in regard to the Law Firm's own e-Claims filings.

1.2 Filing Methods, Media, and Format. The CRMC will accept e-Claims filings from the Law Firm 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 Law Firm 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 Law Firm 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 Law Firm, without the prior written consent of the CRMC, with the exception that the Law Firm may publish, disclose, display, provide access to or otherwise make available to a Claimant represented by the Law Firm 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 Law Firm 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 Law Firm 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 Law Firm access to an electronic message board through the CRMC's web site and via email if specified by the user. The CRMC will use the message board to notify the Law Firm of changes in the status of Law Firm's e-Claims filings, without additional written or oral notice. Through the message board, the Law Firm will at any time be able to check the status of each of the Law Firm's claims.

2.4 Reports. The CRMC will make available to the Law Firm through the CRMC's web site the ability to download specified data and to generate reports summarizing information regarding the Law Firm's e-Claims filings.

2.5 Continuous Access. The CRMC will make the e-Claims system available to the Law Firm 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 Law Firm 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 Law Firm transmits through e-Claims. The CRMC will not disclose non-public personally identifiable information about its Law Firm'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. However, notwithstanding the foregoing, information inputted into e-Claims prior to or after a claim is formally submitted should not be considered confidential work product. Any information Law Firm enters is stored in a manner that is accessible to representatives of the SHK Trust including their employees, personnel, contractors, and representatives.

### 3. User Identification

3.1 User Administrator. The Law Firm's access to the e-Claims system will be managed by one or more individuals under the Law Firm's employ, management or control whom the Law Firm identifies to serve as a User Administrator (the "User Administrator") on the Law Firm's behalf. The User Administrator need not be an attorney. The User Administrator will be permitted to identify additional individuals under the Law Firm's employ, management or control as authorized to access the e-Claims system on the Law Firm's behalf ("Law Firm Users"). Some Law Firm Users will be limited in the functions they can perform on the e-Claims system. The User Administrator will have the power to designate the level of authority each of the Law Firm's other Law Firm Users will have on the e-Claims system. The Law Firm shall remain responsible for oversight and supervision of the persons authorized to access the e-Claims system, and the Law Firm will at all times remain responsible for the accuracy of the information submitted through the e-Claims system and for the violation of any provision of this Agreement by the Law Firm Users.

3.2 Limited Access. The CRMC will assign a unique e-Claims password to each User Administrator identified by the Law Firm and to each other Law Firm User identified by a Law Firm's User Administrator. The CRMC will provide access to its e-Claims system only upon entry of an e-Claims password and successful two-factor authentication. The CRMC may deny access to its e-Claims system following failed log-ins. The CRMC will limit each user's access to the e-Claims system to correspond to the level of authority specified by the Law Firm's User Administrator.

3.3 Notice of Changes. The Law Firm will be required to deliver to CRMC a User Administrator Letter executed by a partner or principal of the Law Firm with authority to bind the Law Firm in order to make any changes regarding the identity of the individual(s) the Law Firm has chosen to serve as User

Administrator. CRMC will revoke the prior User Administrator's access to the e-Claims system upon receipt of a properly executed User Administrator Letter. The User Administrator will notify the CRMC of any change in the authority of any of the Law Firm Users to access the e-Claims system on the Law Firm's behalf, and of any material change in the status of the Law Firm.

3.4 Reliance on Law Firm Communications. The CRMC and the SHK Trust are entitled to rely on communications and instructions received from persons using e-Claims passwords assigned to the Law Firm and purporting to act on behalf of the Law Firm and, except if the CRMC or the SHK Trust has acted with gross negligence, will not be held liable for such reliance.

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

4.1 Adherence to Rules. The Law Firm 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 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 Law Firm through the Message Board and/or through postings on the CRMC web site and/or through e-mail messages.

4.2 Payment Criteria Unchanged. The CRMC processes and settles asbestos injury claims pursuant to criteria specified by the SHK 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 SHK Claims Review Procedures (the "CRP").

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

5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim, and that the information and materials with respect to a claim filed through the e-Claims system with the SHK Trust, submitted previously or in the future, including any supplemental documentation or information, changes and corrections are and will be submitted pursuant to and subject to the provisions of Rule 11 of the Federal Rules of Civil Procedure. In addition, by submitting a claim through the e-Claims system, the Law Firm certifies and warrants that if the claim is filed on behalf of the injured party and/or the injured party's estate, the person filing the claim is authorized by law to file the claim on behalf of the injured party, the injured party's heirs, representatives, successors, assigns and estate.

5.2 Bulk Data Transmissions. With respect to each Law Firm User that is permitted to file multiple claims by bulk upload (i.e. SimpleBatch or Web Services (if available)) or utilizing the e-Claims system (collectively, "Bulk Data Transmission"), the Law Firm hereby acknowledges and agrees that each time a

claim is filed by Bulk Data Transmission, the Law Firm reaffirms the representations and warranties set forth in Section 5.1 as provided therein.

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

- 6.1 Settlement Offers. The CRMC will communicate settlement offers to the Law Firm electronically through the CRMC's e-Claims system via the message board, and will provide the Law Firm with the ability to communicate through e-Claims acceptance of the settlement offer or the selection of alternative options available under the SHK Trust's claims resolution procedures.
- 6.2 Acceptance of Settlement Offers. The Law Firm will indicate acceptance of a settlement offer only when authorized to do so by the Claimant on whose behalf the Law Firm filed the claim. The Law Firm will obtain and submit the Claimant's release in the form and manner specified by the SHK Trust.
- 6.3 Payment Method Options. For those settlement payments which the CRMC makes, at the Law Firm's option, the payment will be made either by check or by electronic funds transfer. The Law Firm must sign an Electronic Funds Transfer Agreement if the Law Firm 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 Law Firm 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. Limitation of Liability**

- 7.1 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 the SHK Trust will be held liable for any indirect, incidental, special or consequential damages by reason of Law Firm's use of the e-Claims system.
- 7.2 Trust or Law Firm Actions. The CRMC will in no circumstances be liable for actions, omissions, or decisions of the SHK Trust or Law Firms. The CRMC's granting of access to the e-Claims system does not ensure that the SHK Trust will permit the Law Firm to submit e-Claims filings relating to the SHK Trust.

## **8. Miscellaneous**

- 8.1 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.
- 8.2 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 Law Firm with access to its e-Claims system, and the Law Firm will cease making e-Claims filings.

- 8.3 Disputes. All disputes relating to the Trust's or CRMC's determination(s) with respect to a Shook Trust claim will be resolved in accordance with the Alternative Dispute Resolution provisions of the Trust's Claims Resolution Procedures (as they may be amended from time to time)." Let me know if you have any suggestions or comments, or if this works from your standpoint.
- 8.4 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.
- 8.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Delaware.
- 8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are duly 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. The person executing this Agreement on behalf of the Law Firm further represents and warrants that such person is a licensed, practicing attorney who is a partner or principal in the Law Firm with full power and authority to bind the Law Firm to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. A signature on a copy of this Agreement transmitted by facsimile machine or other electronic means will have the force of an original signature.
- 8.7 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.
- 8.8 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.
- 8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one instrument.

\_\_\_\_\_ Date: \_\_\_\_\_  
*(For Law Firm)*

\_\_\_\_\_  
*(Printed name)*

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

\_\_\_\_\_  
*(Printed name)*