

SHOOK & FLETCHER ASBESTOS SETTLEMENT TRUST

NOTICE OF DESTRUCTION OF DOCUMENTS

To: All Claimants' Counsel and Other Parties Identified in the Attached Order

Date: March 3, 2025

For more than 20 years, the Shook & Fletcher Asbestos Settlement Trust (the “**Trust**”) has been the custodian of certain historical books and records of the Shook & Fletcher Insulation Co. and related entities (the “**Documents**”) that were transferred to the Trust pursuant to the attached order entered by United States Bankruptcy Court for the Northern District of Alabama on February 27, 2003 (the “**Order**”).

Over the years, there have been minimal requests from third-parties to access the Documents, and these requests have diminished in recent years. The storage of the Documents comes at great expense to the Trust, and the Documents are no longer essential to the operations of the Trust.

The Order permits the Trust to destroy or otherwise dispose of the Documents after providing notice to the parties identified in Section (e) of the Order. This Notice is being provided to you pursuant to the Order.

The Trust intends to begin destroying or otherwise disposing of the Documents on or after July 7, 2025.

The Documents are currently being stored in more than 1,300 boxes in a warehouse facility in Robbinsville, New Jersey. There are minimal or no indices for the Documents. The Documents may only be inspected pursuant to a valid subpoena consistent with the Trust's standard subpoena procedures, which require the party issuing the subpoena to pay any costs associated with the inspection as well as any costs the Trust incurs conducting a privilege review of any requested material. Any such inspection must be completed prior to July 3, 2025.

Please contact Amy Behm at (513) 579-6944 or abehm@kmklaw.com with questions.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
Southern Division**

In re:

SHOOK & FLETCHER INSULATION CO.

Debtor-in-Possession.

**Case No. 02-02771-BGC-11
Chapter 11**

ORDER APPROVING DOCUMENT RETENTION PLAN

This matter came before the Court on the Motion for Approval of Document Retention Plan (the "Motion") filed by Reorganized Shook & Fletcher Insulation Co. ("Reorganized Shook & Fletcher"). The Shook & Fletcher Asbestos Settlement Trust (the "Trust") has consented to the entry of this Order, as evidenced by the signature of the Trustee of the Trust on the Motion. After notice, a hearing was held on February 24, 2003. Upon consideration of the Motion, the Court finds that the Asbestos-Related Documents (as defined in the Motion) were maintained prior to the Effective Date of the Plan by Shook & Fletcher Insulation Co. ("Shook") in the ordinary course of its business, and are presently being maintained by Reorganized Shook & Fletcher at substantial cost, and further that cause exists to approve the document retention plan set forth in the Motion. Accordingly, it is by the Court hereby:

ORDERED, that the Motion be and is hereby granted; and it is further

ORDERED, that:

(a) Within 30 days from the date of this Order, Reorganized Shook & Fletcher shall deliver to the Trust (or to its designated agent) all of the Asbestos-Related Documents in its possession, and shall instruct its counsel holding originals of Asbestos-Related Documents to deliver all such original documents in

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Clerk, U.S. Bankruptcy Court
Northern District of Alabama
By:

such counsel's possession as the Trust directs. Reorganized Shook & Fletcher shall arrange to have the documents boxed, labeled and transported to a location designated by the Trust, at Reorganized Shook & Fletcher's cost and expense. Upon delivery of the Asbestos-Related Documents in its possession to the Trust's designated agent, Reorganized Shook & Fletcher shall be discharged from all obligations, if any, with respect to the Asbestos-Related Documents, including without limitation, any obligation which may otherwise arise to maintain, retain or provide any person with access to or copies of any Asbestos-Related Documents. Upon delivery of the originals of Asbestos-Related Documents in its possession to the Trust's designated agent, Shook's counsel shall be discharged from all obligations, if any, with respect to the Asbestos-Related Documents, including without limitation, any obligation which may otherwise arise to maintain, retain or provide any person with access to or copies of any Asbestos-Related Documents.

(b) Travelers Casualty & Surety Company ("Travelers") shall have 30 days from the date the Trust first provides Travelers with access to the Asbestos-Related Documents to review such documents and to identify any specific document(s) as to which Travelers asserts a privilege.

(c) For one year following the date on which the Asbestos-Related Documents are delivered to the Trust (the "Inspection Period"), the Trust shall make the Asbestos-Related Documents available for inspection and copying:

- (i) To counsel of record for all individuals who filed asbestos-related claims against Shook prior to the Effective Date;

(ii) In the Trust's sole discretion, to any other person who requests access to such documents for inspection and copying, subject to such reasonable conditions as the Trust may impose; and

(iii) as otherwise directed by the Court.

(d) The Trust, in its discretion, may require that any person authorized to inspect and copy the Asbestos-Related Documents under paragraphs (b) or (c) above shall reimburse the Trust for its reasonable costs of providing such person with access and for the costs of copying of any documents such person requests. The Trust, in its discretion, may require advance deposits as a condition of providing access, in order to assure that the Trust is reimbursed for its costs.

(e) At least 120 days prior to any Asbestos-Related Document being destroyed or otherwise disposed of by the Trust, the Trust shall provide notice that the Trust intends to destroy or otherwise dispose of such documents. Such notice shall be provided by first-class mail, postage prepaid, to the following:

- (i) All persons known to the Trust to be counsel of record within the meaning of paragraph (b)(i) above;
- (ii) All entities known to the Trust to have provided insurance coverage to Shook, which coverage is or may be available with respect to asbestos-related claims (including Travelers);
- (iii) All claimants who had filed claims against the Trust as of the date of such notice (which notice to such claimants may be provided to their designated counsel);
- (iv) All other persons listed on the mailing matrix for this Chapter 11 Case established most recently prior to the date of such notice; and
- (v) The TAC and the Futures Representative.

(f) Subject to the Trust giving notice as required by paragraph (d) above, at any time after the conclusion of the Inspection Period, all or any portion of the Asbestos-Related Documents may be destroyed by the Trust or, in the Trust's discretion, may be (i) retained by the Trust, (ii) turned over to any other person (subject to any applicable privilege), or (iii) disposed of in any other fashion the Trust in its discretion deems appropriate. Following the Trust's disposition of Asbestos-Related Documents in accordance with this Order, the Trust shall have no obligation to maintain, retain or provide any person with access to or copies of any Asbestos-Related Documents.

(g) Reorganized Shook & Fletcher has agreed to pay \$50,000 to the Trust to defray the costs associated with maintaining and disposing of the Asbestos-Related Documents.

(h) This Court retains jurisdiction with respect to any dispute arising under this Order, which jurisdiction shall not be exclusive.

IT IS SO ORDERED.

Dated: Feb. 27th, 2003


BENJAMIN COHEN
United States Bankruptcy Judge

Copy to: Richard Carmody, Esquire
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