

**COMBUSTION ENGINEERING 524(g) ASBESTOS PI TRUST**  
**ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES**  
**(effective January 19, 2017)**

Pursuant to Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures (“TDP”) and the Second Revised and Restated Procedures for Reviewing and Liquidating TDP Claims (“Procedures”), the Combustion Engineering 524(g) Asbestos PI Trust (“Trust”) hereby establishes the following Alternative Dispute Resolution (ADR) Procedures for TDP Claims as defined in the TDP (“ADR Procedures”).

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.

**I. ADR ADMINISTRATION**

A. As provided in the Procedures, the American Arbitration Association (“AAA”) has been retained by the Trust to administer the ADR Procedures pursuant to the TDP and the Procedures. Fees and costs charged by AAA for administering the ADR Procedures, including the mediator’s and/or arbitrator’s fee, will be paid by the Trust. No filing fee is required of the claimant.

B. AAA maintains and operates an electronic claims management system that the Trust and a TDP Claimant may use for submitting TDP Claims to the ADR Procedures, for document submission and for communication by email. The AAA will issue guidelines and directives for the use of that system, known as WebFile.

C. Using WebFile, Verus Claims Services, LLC (“Verus”), will electronically submit the claim file for each TDP Claim subject to the ADR Procedures. Once submitted in the

WebFile system, the Trust, Verus and the claimant may electronically access the ADR file for the claim and monitor the status of the mediation and/or arbitration.

D. The claimant may submit position papers and communicate with AAA by mail, by email or by the use of WebFile. If by mail, AAA will scan the communication into the electronic claim file.

E. AAA may develop implementation forms, in consultation with and subject to the approval of the Trust.

F. At the direction of the Trust, AAA maintains a panel of mediators and a panel of arbitrators. The panel of mediators shall be comprised of retired judges and lawyers with experience mediating toxic tort cases or other relevant experience, to be maintained on a regional basis. The panel of arbitrators shall include persons on the panel of arbitrators for the Manville Personal Injury Settlement Trust as of April 1, 2007, who agree to serve as arbitrators for the Trust, as well as experienced arbitrators who may be added from time to time by agreement, including retired judges and other persons with experience in asbestos litigation.

G. The AAA contact person for the administration of these ADR Procedures is Ambrica Clements, Manager of ADR Services, American Arbitration Association, 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345, Phone: 404-682-6898, E-mail:

[AmbricaClements@adr.org](mailto:AmbricaClements@adr.org), or her successor.

H. Acts of the Trust regarding the submission of TDP Claims under these ADR Procedures may be performed, on behalf of the Trust, by Verus.

I. Time Limits.

a. With regard to mediation, time limits established by these ADR Procedures may be extended by the AAA for cause.

b. With regard to arbitration, time limits established by these ADR Procedures may be extended by the arbitrator for cause. In the event the arbitrator extends a time limit, the arbitrator shall include in the arbitration record an order stating the reasons supporting a finding of cause for the extension.

J. Amendments. Except as otherwise directed by the Bankruptcy Court, these ADR Procedures, as they may be amended by the Trustees, with the consent of the Trust Advisory Committee and the Future Claimants' Representative, will be binding on the parties in the form in which they are in force on the date the TDP Claimant signs the Demand for Arbitration.

## **II. CONFIDENTIALITY OF ADR PROCEDURES**

1. Mediations and arbitrations covered by these ADR Procedures shall be deemed settlement conferences, and all submissions in connection therewith shall be treated as made in the course of settlement discussions and intended by the parties to be confidential and protected by all applicable privileges under the applicable state, federal and foreign law, including, but not limited to, those directly applicable to settlement discussions.

2. Rule 408 of the Federal Rules of Evidence shall apply to all aspects of mediations and arbitrations covered by these ADR Procedures, including, without limitation, all submissions made in connection therewith.

3. All mediation and arbitration proceedings conducted under these ADR Procedures are subject to the Confidentiality of Claimants' Submissions provision of Section 7.11 of the TDP.

4. Information disclosed to a mediator or arbitrator by the parties or by witnesses, if any, in the course of these ADR Procedures shall not be divulged by the mediator or arbitrator, as the case may be. All records, reports or other documents received by the mediator or arbitrator while serving in that capacity shall be confidential.

5. The mediator or arbitrator shall not be compelled to divulge such records or to testify in regard to the mediation or arbitration in any adversary proceeding or judicial forum, except as otherwise provided in these ADR Procedures regarding the decision of the arbitrator in binding arbitration.

6. The parties and the AAA shall maintain the confidentiality of the mediation and arbitration and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, (i) views expressed or suggestions made by another party with respect to a possible settlement of the TDP Claim; (ii) admissions made by another party in the course of proceedings under these ADR Procedures; (iii) proposals, decisions or awards made or views expressed by the mediator or arbitrator; (iv) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the mediator or arbitrator; or (v) the fact that mediation or arbitration was requested, undertaken and/or completed; provided, however, (a) the decision of an arbitrator in binding arbitration may be introduced as evidence in a proceeding to enforce such decision and (b) the fact (i) that mediation or arbitration was requested, undertaken and/or completed or (ii) that a party failed to request, undertake and/or complete mediation or arbitration, may be introduced as evidence to the extent necessary to establish or challenge compliance with the TDP requirements for commencement of litigation on a TDP Claim.

7. The AAA and, in the case of arbitration, the arbitrator, shall have authority to make appropriate rulings to safeguard the confidentiality provided herein, unless the parties agree otherwise.

### **III. RULES GOVERNING MEDIATION**

#### ***A. Election by TDP Claimant***

Pursuant to the Procedures, the TDP Claimant shall file with the Trust the Demand for Arbitration. Procedures, Exhibit 1. The Procedures provide for mediation prior to arbitration,

unless waived by the TDP Claimant. Absent waiver, the TDP Claim shall be submitted to mediation. The TDP Claimant shall either select or waive mediation at the time of filing the Demand for Arbitration using the form provided at Exhibit 1 of the Procedures. Within five (5) days of filing the Demand, Verus will electronically submit the claimant's file to AAA using WebFile. On the date of submission of the claim, AAA will establish a claim file and provide notice to the claimant and the Trust.

***B. Parallel Proceeding***

Within three (3) days after the submission on WebFile of a claim by a TDP Claimant choosing mediation, the AAA shall retain a mediator from the panel of mediators. The AAA shall select the mediator based upon the region in which the claimant is located. Within five (5) days of the selection of the mediator, AAA shall contact the claimant, the Trust and the mediator to schedule a mediation conference. The mediation conference shall be scheduled within forty-five (45) days of the selection of the mediator. The mediation will take place at the claimant's location unless the parties agree otherwise. The appointment of the arbitrator will continue during this phase.

***C. Mediation Statements***

At least five (5) days prior to the mediation conference, the claimant and the Trust shall each submit to the mediator detailed written submissions consisting of a confidential statement outlining the claimant's medical condition, exposure to Combustion Engineering products, and each party's position on the overall claim value. The AAA shall provide the mediator with the Trust's file on the claimant. The parties may refer the mediator to documents and medical reports in the file that they believe are relevant to the claim. The mediator shall review the claim, referenced documents and the parties' positions prior to the mediation conference. The mediation statements shall comply with the following:

1. The statements should not exceed ten (10) double space typewritten pages exclusive of attachments.

2. Unless the parties agree otherwise or for cause shown to the mediator, the statements may not introduce factual matter not contained in the Trust's file on the claim.

***D. Mediation Procedures***

1. Any party may be represented by counsel at the mediation conference. The mediator shall confer with counsel for the parties and, if the claimant is present and consents, with the claimant. A representative of the Trust with settlement authority must participate in the conference. The mediator may request, but not require, that the claimant personally participate in the conference.

2. The mediator may facilitate settlement in any manner the mediator believes appropriate. The mediator will help the parties focus on their underlying interests, explore resolution alternatives and develop settlement options. The mediator will decide when to hold joint conferences, and when to confer separately with each party. The parties are expected to initiate and convey to the mediator proposals for settlement. Each party shall provide a rationale for any settlement terms proposed. If the parties fail to develop mutually acceptable settlement terms, and if the parties jointly request, before terminating the procedure, (a) the mediator may at his/her discretion submit to the parties a final settlement proposal; or (b) the mediator may at his/her discretion give the parties an evaluation of the likely outcome of the claim if it were tried to final judgment, subject to any limitations under the TDP and any applicable ethical guidelines or rules. Neither a settlement proposal nor an evaluation as described above shall be in writing unless both parties agree.

***E. Confidentiality of Mediation***

All mediations shall be governed by Part II, above.

***F. Completion of Mediation***

1. At the conclusion of the mediation, if requested by the mediator and the parties agree, the mediator may require the parties to 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 by providing the AAA with a written statement of settlement, the AAA will continue the arbitration procedures unless the claimant informs the Trust and the AAA in writing that the claimant will no longer pursue the claim.

2. Within three (3) days of the parties providing the AAA with written statements of settlement, the AAA will issue a notice of settlement to the parties. Within three (3) days following the receipt of the notice of settlement, the Trust will send the form of release to the claimant as provided in the Procedures. The Trust will pay the claim in accordance with the Procedures.

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

***A. Election by TDP Claimant***

Pursuant to the Procedures, the TDP claimant will have elected binding or non-binding arbitration at the time of the filing with the Trust of the Demand for Arbitration. Procedures, Exhibit 1.

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

1. No more than three (3) days after the submission on WebFile of a Demand for Arbitration, AAA shall screen for conflicts and select three potential arbitrators from a rotating list kept by AAA. Assignments of arbitrators will be made by AAA on a rotating basis among the national Trust arbitrator panel with the location of the claimant taken into account for the selection of the proposed arbitrator unless the parties agree otherwise. In the case of a Foreign

Claim, the potential arbitrators shall be individuals in the Claimant's Jurisdiction. The parties may agree that AAA should not consider the location of the claimant. The parties may also agree to the selection of an arbitrator not on the panel. Within three (3) days of selecting the potential arbitrators, AAA shall notify the arbitrators, including notifying the arbitrators of the time frame for the arbitration under these procedures. Within six (6) days of notice, a potential arbitrator shall inform AAA of any conflicts or relationships or if the potential arbitrator is unable or unwilling to serve. If the potential arbitrator informs AAA of any conflicts or relationships or that the potential arbitrator is unable or unwilling to serve, then a replacement selection will be made prior to notifying the Trust and the claimant of the potential arbitrators selected. No more than fifteen (15) days after the submission of the claim for arbitration, AAA shall inform the Trust and the claimant of the names of the potential arbitrators. If the Trust or the claimant believes that a potential arbitrator has a conflict, the party shall inform the AAA. The AAA shall make a determination as to whether a conflict exists and, if it determines that a conflict exists, shall select a replacement and notify the Trust and the claimant.

2. Within six (6) days of receipt of the list of potential arbitrators, both the claimant and the Trust may select, and identify to AAA, one potential arbitrator to be stricken from the list. Within three (3) days of the earlier of (i) receipt of the claimant's and the Trust's strikes or (ii) the expiration of the six (6) day period for striking arbitrators, AAA shall appoint the arbitrator. If the claimant and Trust each strike a different arbitrator, the remaining arbitrator will conduct the arbitration. If either the Trust or the claimant, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators or strike the same arbitrator, AAA shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the Trust's rotating list. Within five (5) days following issuance by the AAA of a notice of the completion of mediation without settlement, the AAA shall notify the parties of the selection of the arbitrator.



In the event the claimant waived mediation, the AAA shall notify the parties of the selection of the arbitrator upon the determination of the arbitrator following the time deadlines contained in this paragraph.

3. Upon appointment, the arbitrator shall execute a formal notice of appointment and the arbitrator's oath, including, without limitation, an agreement to abide by these ADR Procedures. Immediately thereafter, the arbitrator shall provide notice to AAA, the Trust and the claimant of any circumstances likely to affect impartiality including any bias or financial or personal interest in the result of the arbitration or any past or present relationship with the parties or representatives. In addition, recognizing that the arbitrator may not learn of witnesses, examining physicians and other such information until at or after the pre-hearing conference, the arbitrator has a continuing duty to consider and provide notice of circumstances likely to affect the arbitrator's impartiality. The Trust or the claimant may within ten (10) days of such a notice submit to AAA an objection to the continued service of the arbitrator. AAA shall determine whether the arbitrator shall be disqualified and shall inform the parties of the decision, which shall be final. In the event of a disqualification, the AAA shall appoint the next remaining arbitrator, if any, of the potential arbitrators submitted to the parties or, if there is no remaining arbitrator from that list, select and submit a new list of potential arbitrators. Failure to timely object constitutes a waiver of any disclosed matter.

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

The parties shall stipulate as to the issue(s) to be submitted for arbitral decision. If the issue is the amount, if any, at which a claim should be valued, then all binding arbitrations shall be conducted in the "final offer" format also known as "baseball style" arbitration as follows: In the course of submitting the arbitration materials, as explained in these ADR Procedures, the parties shall submit their final offer of settlement from the Individual Review process, which

shall also serve as the party's demand for an arbitration award. The arbitrator must choose from one of these two demands in determining the amount of the arbitration award.

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

1. Within five (5) days of the appointment of the arbitrator, AAA shall contact the claimant, the arbitrator, and the Trust to schedule the pre-hearing conference. The pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call. The pre-hearing conference shall be held within fifteen (15) days of the appointment of the arbitrator.

2. During the pre-hearing conference, the parties shall stipulate as to the issue(s) to be submitted for arbitral decision and the arbitrator shall schedule the date and select the location of the arbitration hearing. Except in the case of Foreign Claims, the arbitration hearing shall take place either at the location of the claimant or a location mutually agreeable 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 arbitration hearing should be scheduled as soon as feasible and mutually convenient but not more than sixty (60) days from the date of the pre-hearing conference. AAA will email or mail a confirmation notice of this date to the claimant and the Trust.

3. At the election of the claimant, the arbitration hearing may be conducted by phone or video conference. The claimant must state that election in writing prior to the pre-hearing conference. Where feasible, AAA will make appropriate arrangements for the Trust and the arbitrator to participate by phone or video conference. The Trust shall pay for phone and video conferences. For waiver of the hearing for submission on the papers, see M below.

4. The arbitrator may issue orders as necessary to govern the process.

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

Within twenty (20) days after the pre-hearing conference each party shall submit to the opposing party and to the arbitrator a written statement (not to exceed ten (10) double spaced pages excluding exhibits) containing that party's positions and arguments.

AAA will provide the arbitrator with a complete copy of the TDP.

***F. No Discovery***

There shall be no discovery. The purpose of the arbitration is to resolve differences between the Trust and the claimant based only on the documents that have been previously submitted to the Trust by the claimant, any other documents relied upon by the Trust to make a settlement offer to the claimant or to disallow the claim, and the written statements provided for in these ADR Procedures.

***G. No record of Proceedings.***

There will be no record or transcript of the proceedings.

***H. Postponement of Hearing***

The arbitrator for cause may postpone any hearing upon the request of a party or upon the arbitrator's own initiative.

***I. Duration of Hearings***

The arbitrator shall complete the hearing in one day except for cause shown. The arbitrator shall set time limits on the respective presentations, and shall enforce those limits. The parties shall request no more than three (3) hours apiece for presentation of their cases including arguments.

***J. Procedure at Arbitration Hearing***

1. Testimony Under Oath or Affirmation

If the claimant or any other witness testifies, the 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. 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 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 Trust prior to the execution of the Notice of Completion of Individual Review.

ii. Demand for Arbitration.

iii. Testimony of the claimant, who may offer evidence regarding the nature and extent of compensable damages, including physical injuries. The Trust may cross-examine the claimant. At the claimant's option, a claimant's deposition, including videotaped testimony, shall be admissible into evidence in lieu of live testimony.

iv. In arbitrations involving Foreign Claims, the 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.

v. Evidence presented by the 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.

c. In addition to the evidence, the arbitrator shall consider the written statements and arguments of the claimant and the Trust. The written statements and arguments shall be limited to the evidence contained and the issues raised in the documents or testimony referred to above and shall be limited to thirty (30) minutes for each party. The arbitrator shall disregard any effort to introduce further evidence or issues in argument.

***K. Arbitration in the Absence of a Party or Representative***

The claimant may choose whether or not to attend the arbitration in person. 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 the claimant desires to be present but cannot attend. 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.

***L. Conclusion of Hearing and Submission of Post-Hearing Submissions***

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

***M. Option to Waive Oral Hearings***

Oral hearings will only be waived if both parties consent.

***N. 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 submissions, whichever is later.

2. The decision shall decide the issue(s) submitted by the parties, state the amount of the award, if any, and the reasons for the decision and/or award in a memorandum not to exceed one page in length. An arbitrator shall not be permitted to award punitive, exemplary, trebled or

other like damages or attorneys' fees, and pre-judgment and post-judgment interest and costs shall not be sought or allowed.

With regard to Foreign Claims, the arbitrator is to assign a value to the Foreign Claim that is consistent with the value such claim would have received if it had been filed against CE in the tort system in the Claimant's Jurisdiction.

***O. Payment of Binding Award***

Within three (3) days following the issuance of a binding award, the Trust will send the form of release to the claimant, as provided in the Procedures. The Trust will then pay the claim in accordance with the Procedures.

***P. Rejection of Non-Binding Award***

1. A claimant in a non-binding arbitration proceeding that wishes to accept the award must notify the Trust and the AAA within thirty (30) days from the date a non-binding award is issued in the manner provided by Exhibit 2, Notice of Acceptance of Arbitral Award, attached to the Procedures. Within ten (10) days from the receipt of this Notice, the Trust must either accept or reject the award. If the Trust accepts the award, the Trust will send a release to the claimant for execution, as provided in the Procedures and notify the AAA of the acceptance of the award. The Trust will pay the claim in accordance with the Procedures. If the claimant fails to accept the award within thirty (30) days from the date the non-binding award is issued, the award is deemed rejected. If the Trust fails to accept the award with ten (10) days from receipt of the claimant's notice, the award is deemed rejected.

2. Procedure for Rejected Award. If the claimant or the Trust rejects the award, the Trust will issue a Notice of Completion of Arbitration following which the claimant may file a lawsuit as provided in Section 7.6 of the TDP and the Procedures. The Trust shall issue the

Notice of Completion of Arbitration within ten (10) days after the rejection of an award by the claimant or by the Trust.

## **V. GENERAL PROVISIONS FOR ARBITRATIONS**

### ***A. No Grouping or Bundling of Claims***

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

### ***B. No Ex Parte Communication***

There shall be no ex parte communication between the arbitrator and any counsel or party in any manner. Discussions among the AAA, the parties and the arbitrator concerning scheduling and case management do not constitute ex parte communications for purposes of these ADR Procedures.

### ***C. Claims and Defenses***

All claims and defenses under the law of the Claimant's Jurisdiction as defined in the TDP shall be available to both sides.



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

Either party who continues with arbitration after knowing that any provision or requirement of the applicable rules 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 or emailed to the Trust, AAA and to the arbitrator. A timely objection by the Trust will be mailed or emailed to the claimant, AAA and the arbitrator.

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

Each party to the arbitration shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of 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 facsimile or electronic mail transmission; or,
3. By personal service, within or without the jurisdiction where the arbitration is to be held, whether the party is within or without the United States of America.

***F. Time Limits Triggered Upon Receipt***

1. Documents sent by U.S. mail under these rules shall be deemed received three (3) 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 facsimile or electronic transmission shall be deemed received on the business day that the transmission is received.

***G. Application of Procedures***

These ADR Procedures shall be deemed a part of, and incorporated by reference in, every arbitration pursuant to the TDP and Procedures, and shall be binding on all parties.

***H. Arbitrator Immunity***

Arbitrators who serve pursuant to these ADR Procedures shall have the same immunity as judges for their official acts. Neither the AAA nor any arbitrator in a proceeding under these ADR Procedures is a necessary or proper party in judicial proceedings relating to arbitration. Parties to an arbitration under these ADR Procedures shall be deemed to have consented that neither the AAA nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any arbitration under these ADR Procedures.

***I. Jurisdiction***

Any dispute regarding the interpretation or application of these rules shall be subject to the jurisdiction of the United States Bankruptcy Court for the District of Delaware.

***J. Confidentiality of Arbitration***

All arbitration proceedings shall be governed by Part II, above.

**Exhibit 1**

Arbitration Notice

**DEMAND FOR ARBITRATION  
 COMBUSTION ENGINEERING 524(G) ASBESTOS PI TRUST  
 ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES  
 AMERICAN ARBITRATION ASSOCIATION, ADMINISTRATOR**

Name of Claimant			Name of Representative (if known)		
Address			Name of Firm (if applicable)		
			Representative's Address		
City	State	Zip Code	City	State	Zip Code
Phone No.			Phone No.		
Email Address:			Email Address:		
Social Security No.					
: Mediation <input type="checkbox"/>					
The Claimant Elects (Check one):					
Binding Arbitration				Non-Binding Arbitration	
<input type="checkbox"/>				<input type="checkbox"/>	
<p>I, _____ (insert name), claimant who has filed a proof of claim with the Combustion Engineering 524(g) Asbestos PI Trust, hereby submits to the Trust this notice demanding arbitration of the claim, as provided by Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures.</p> <p>The claimant understands that the Trust has adopted procedures for mediation as alternative dispute resolution mechanisms for use prior to arbitration. The claimant may elect to submit to mediation or proceed directly to arbitration. The claimant elects mediation by checking the box for mediation. If mediation does not result in a settlement of the claim, the claimant retains the right to arbitration. Whether or not the claimant elects to submit to mediation, the claimant must make the election of binding or non-binding arbitration when submitting this demand.</p> <p>Respectfully submitted,</p>  <p>_____        Signed by Claimant or by attorney (if represented)      Date _____</p>					
<p>This Demand for Arbitration may be mailed, faxed, or e-mailed to the Trust:</p> <p>Combustion Engineering 524(g) Asbestos PI Trust        c/o Verus Claims Services, LLC        3967 Princeton Pike        Princeton, NJ 08540                      FAX: 609-466-1449                      E-Mail: <a href="mailto:mtesta@verusllc.com">mtesta@verusllc.com</a></p>					

**Exhibit 2**

Notice of Acceptance/ Rejection of Arbitration Award

Notice of Acceptance/Rejection of Mediation Offer

Notice of Completion of Arbitration Process

**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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[Notice of Acceptance / Rejection of Mediation Offer](#)

To: American Arbitration Association

Re: Combustion Engineering 524(g) Asbestos PI Trust

Date: \_\_\_\_\_

\_\_\_\_\_, [insert claimant's name]

\_\_\_\_\_, [social security number, CE claim file number],

TDP Claimant, hereby

accepts

rejects

the mediation offer of \$ \_\_\_\_\_ for the claim filed by the TDP Claimant. The TDP Claimant requests that the AAA record this rejection/acceptance in the claim file.

\_\_\_\_\_  
Claimant or attorney, if represented

Date: \_\_\_\_\_

The Combustion Engineering 524(g) Asbestos PI Trust hereby

accepts

rejects

the mediation offer of \$ \_\_\_\_\_ for the claim filed by \_\_\_\_\_ [insert claimant's name, social security number, claim file number], the TDP Claimant.

\_\_\_\_\_  
Managing Trustee

This Notice of Acceptance or Rejection shall be filed with the American Arbitration Association as follows:

Ambrica Clements, Manager of ADR Services, American Arbitration Association  
2200 Century Parkway, Suite 300  
Atlanta, GA 30345

Fax: 1-877-395-1388, E-mail: [AmbricaClements@adr.org](mailto:AmbricaClements@adr.org)

**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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**Notice of Acceptance / Rejection of Arbitral Award**

To: Combustion Engineering 524(g) Asbestos PI Trust

To: TDP Claimant, Attorney Name / Law Firm / Address /City, ST Zip

Date: \_\_\_\_\_

\_\_\_\_\_, [insert claimant's name)

\_\_\_\_\_ social security number, CE claim file number],

TDP Claimant, hereby

accepts

rejects

the non-binding arbitral award of \$ \_\_\_\_\_ for the claim filed by the TDP Claimant. The TDP Claimant requests that the Combustion Engineering 524(g) Asbestos PI Trust record this acceptance / rejection in the claim file. If the Trust likewise accepts the award, the claimant understands that the liquidated claim will be placed on its Payment Queue as of the date of receipt of an executed release from the claimant.

\_\_\_\_\_  
Claimant or attorney, if represented

The Combustion Engineering 524(g) Asbestos PI Trust hereby

accepts

rejects

the non-binding arbitral award of \$ \_\_\_\_\_ for the claim filed by \_\_\_\_\_, [insert claimant's name, social security number, CE claim file number], TDP Claimant. The Trust will place the liquidated claim in its Payment Queue as of the date of receipt of an executed release from the claimant.

\_\_\_\_\_  
Managing Trustee

The Notice of Acceptance or Rejection of Arbitral Award may be mailed to the Trust:

Combustion Engineering 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
3967 Princeton Pike  
Princeton, NJ 08540

Or faxed to the Trust: 609-466-1449

Or emailed to the Trust: [mtesta@verusllc.com](mailto:mtesta@verusllc.com)

And copy to AAA: Ambrica Clements  
Manager of ADR Services  
American Arbitration Association  
2200 Century Parkway, Suite 300  
Atlanta, GA 30345  
Fax: 1-877-395-1388  
E-mail: [AmbricaClements@adr.org](mailto:AmbricaClements@adr.org)



**Combustion Engineering 524(g) Asbestos Trust  
Alternative Dispute Resolution (ADR) Procedures  
American Arbitration Association, Administrator**

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[Notice of Completion of Arbitration Process](#)

To: TDP Claimant  
Attorney Name  
Law Firm  
Address  
City, ST Zip

Re: \_\_\_\_\_ [Claimant's name]  
\_\_\_\_\_ [social security number, CE claim file number]

Date: \_\_\_\_\_

Please be advised that the Combustion Engineering 524(g) Asbestos PI Trust confirms that arbitration pursuant to Section 5.10 of the Combustion Engineering 524(g) Asbestos PI Trust Distribution Procedures ("TDP") has been completed without a settlement of the above referenced TDP Claim. See Section 7.6 of the TDP regarding commencement of litigation.

/s/  
Mikah Testa on behalf of the Trust