

## **ABB Lummus Global Inc. 524(g) Asbestos PI Trust**

### **Revised and Restated Procedures for Reviewing and Liquidating Lummus**

#### **Asbestos PI Trust Claims**

The ABB Lummus Global Inc. 524(g) Asbestos PI Trust Distribution Procedures (“TDP”) directs that the Trustee, with the consent of the Trust Advisory Committee (“TAC”) and the Lummus Future Claimants’ Representative (“FCR”), “adopt procedures for reviewing and liquidating all unliquidated Lummus Asbestos PI Trust Claims, which shall include deadlines for processing such claims.” TDP, Section 5.2. As mandated by the TDP, the Trustee adopted Procedures for Reviewing and Liquidating Lummus Asbestos PI Trust Claims. Effective February 11, 2008, the Trustee adopts these Revised and Restated Procedures for Reviewing and Liquidating Lummus Asbestos PI Trust Claims (the “Procedures”).

#### **Preamble**

By agreement dated October 19, 2006, the Trust retained Connecticut Valley Claim Service Company, Inc. (“Connecticut Valley” or “CVC”) as claim processor to process all Lummus Asbestos PI Trust Claims on behalf of and under the direction of the Trust. The Trust retained ARPC as Trust administrator. After consulting with Connecticut Valley and ARPC, the Trustee proposed and discussed claim forms, claim materials and claim processing procedures with the TAC and the FCR.

At a special meeting of the Trust on January 10, 2007, the Trustee adopted Procedures for Reviewing and Liquidating Lummus Asbestos PI Trust Claims, together with the claim forms and other claims materials, with the consent of the members of the TAC and the FCR.

For business reasons unrelated to the Trust, effective December 31, 2007, Connecticut Valley terminated its service agreement with the Trust. By agreement dated December 12, 2007,

the Trust retained Verus Claims Services, LLC (“Verus”), as claims processor to process all Lummus Asbestos PI Trust Claims on behalf of and under the direction of the Trust. After consulting with Verus, CVC and ARPC, the Trustee proposed and discussed these Procedures with the TAC and FCR.

At a regular Trust meeting on January 16, 2008, the Trustee adopted these Procedures, together with the claim forms and other claim materials attached to the Procedures, effective February 11, 2008. At the regular Trust meeting on January 16, 2008, the members of the TAC and the FCR consented to these Procedures.

Capitalized terms not defined in these Procedures shall have the meaning ascribed in the TDP.

#### **Payment Directives**

For 2007, the Maximum Annual Payment was \$5,000,000.

For 2008, the Maximum Annual Payment is \$ 345,600, set preliminarily on January 16, 2008. Absent an affirmative resolution by the Trustee, with the consent of the TAC and FCR, the preliminary determination of the Maximum Annual Payment for 2008 shall be final.

For 2009 and thereafter, see Schedule 1 attached hereto, for the Maximum Annual Payment, to be set and updated annually pursuant to TDP, Section 2.4.

The Claims Payment Ratio is 80% for Lummus Asbestos PI Trust Claims involving severe asbestosis and malignancies (Disease Levels IV-VIII) as well as allocated Disease Level I claims (“Category A Claims”) and 20% for Lummus Asbestos PI Trust Claims involving non-malignant asbestosis or pleural disease (Disease Levels II and III) as well as allocated Disease Level I claims (“Category B Claims”).

In any year, excess funds, if any, within the Maximum Annual Payment for that year as divided by the Claims Payment Ratio into Category A Claims and Category B Claims shall be

carried into the next year and added to the Maximum Annual Payment for that next year as divided by the Claims Payment Ratio into Category A Claims and Category B Claims.

The Initial Payment Percentage is 100%.

The ratios and percentages will be reviewed periodically as provided by Sections 2.5 and 4.2 of the TDP.

The Initial Claims Filing Date was August 15, 2007. Disease Levels, Medical/ Exposure Criteria and Values as defined and set by Sections 5.2(a)(3) and 5.2(b)(3) of the TDP continue after the Initial Claims Filing Date unless expressly changed by the Trust with the consent of the TAC and the FCR.

#### **Commencement (Implementation) of Claims Process**

The Trust began accepting claims on February 15, 2007.

On December 17, 2007, the Trust suspended processing claims to facilitate the transition of claims administration from CVC to Verus. The Trust continued to accept claims for filing without suspension or interruption. On behalf of the Trust, CVC provided notice to all known plaintiffs' attorneys who historically represented persons holding asbestos-related personal injury claims of the transition. CVC provided attorneys representing claimants with pending claims a status report on their claims.

On February 11, 2008, Verus sent a notice by email to all known plaintiffs' attorneys described above of the adoption of these Procedures and that the Procedures with the related claim forms and other claim materials are available on the Trust's and on Verus' web pages.

On February 11, 2008, the Trust resumed processing claims.

Claims may be submitted by mail, by fax, by email in Excel format, by email in PDF format, or online using the Verus online claim filing system. Supporting documents may be submitted in paper or in electronic format. See Electronic Access, below.

## **Claims Processing Deadlines**

The Trust will either reject a claim or submit an offer to the claimant within the following deadlines:

For Expedited Review, 90 days from the submission to the Trust of a fully completed claim form.

For Individual Review, 180 days from the submission to the Trust of a fully completed claim form.

For review of extraordinary claim, 180 days from the submission to the Trust of a fully completed claim form.

For review of exigent hardship claims, 90 days from the submission to the Trust of a fully completed claim form.

The Trust has not set a deadline for the submission of Lummus Asbestos PI Trust Claims to the Trust. Regardless of when submitted to the Trust, to be eligible for consideration, the claim must meet the statute of limitations provisions of the TDP at Section 5.1(a)(2).

The Trust has not adopted and does not require a filing fee for the filing of a Lummus Asbestos PI Trust Claim with the Trust.

## **Claims Materials**

The Trustee has adopted the following claims materials:

1. Proof of Claim Form for Lummus Non-Feedwater Heater Claims, attached as Exhibit A to these Procedures.
2. Proof of Claim Form for Lummus Feedwater Heater Claims, attached as Exhibit B to these Procedures.
3. Instruction Letter for Filing a Claim with the ABB Lummus Global Inc. 524(g) Asbestos PI Trust, attached as Exhibit C to these Procedures.

4. Electronic Submission Format for Lummus Feedwater Heater Claims and Lummus Non-Feedwater Heater Claims, attached as Exhibit D to these Procedures.

5. Arbitration Procedures, to be developed when and if needed, and, if and when developed, attached as Exhibit G to these Procedures.

6. ABB Lummus Global Inc. 524(g) Asbestos PI Trust Release, attached as Exhibit I to these Procedures.

8. Electronic Filing Agreement, attached as Exhibit J to these Procedures.

The claims materials also include the TDP. TDP, Section 6.2.

### **Electronic Access**

These Procedures together with the claims materials shall be accessible electronically at the Official Home Page of the Trust: [www.ABBLummusTrust.org](http://www.ABBLummusTrust.org), and at the Verus Official Home Page : [www.verusllc.com](http://www.verusllc.com).

Claim forms may be printed from either web page. The claim form may be completed in paper format and mailed to the Trust care of Verus at 2000 Lenox Drive, Suite 206, Lawrenceville, NJ 08648 or faxed to the Trust care of Verus at 609-466-1449.

Alternatively, a claimant's law firm may request that Verus provide access to the online electronic filing system by executing the Electronic Filing Agreement attached as Exhibit J to these Procedures. The executed agreement can be returned to Verus by fax, email or mail. Within five days of receipt of the Electronic Filing Agreement, Verus will provide the law firm with one or more user names and passwords to the electronic filing system, and instructions for submitting claims to the Trust electronically. Once a law firm has been granted access to the electronic filing system, the law firm may file subsequent claims electronically without a prior request to Verus. Complete instructions for using the electronic filing system are available for viewing, downloading and printing from the Trust's website at [www.ABBLummusTrust.org](http://www.ABBLummusTrust.org).

For claims filed electronically, the law firm must maintain the original of any document signed by the claimant and the original or electronic copy in PDF format of any other document supporting the claim, as provided in the Electronic Filing Agreement.

Unless otherwise directed by the Trust or Verus, Lummus Feedwater Heater Claims shall be submitted electronically using the same method as described above for Non-Feedwater Heater Claims. From time to time, both the Trust and Verus will post information concerning the claims process on their respective web pages. With experience, the Trust will post answers to frequently asked questions.

**Verus Personnel**

<b>Position</b>	<b>Name</b>	<b>Telephone</b>	<b>Fax</b>	<b>Email</b>
Principal	Dan Myer	(609) 466-0427 x 1006	(609) 466-1449	<a href="mailto:dmyer@verusllc.com">dmyer@verusllc.com</a>
Principal	Mark Eveland	(609) 466-0427 x 1004	(609) 466-1449	<a href="mailto:meveland@verusllc.com">meveland@verusllc.com</a>
Principal (IT Director)	Morten Iversen	(609) 466-0427 x 1010	(609) 466-1449	<a href="mailto:miversen@verusllc.com">miversen@verusllc.com</a>
Operations Manager	Carl Sonnenfeld	(609) 466-0427 x 1003	(609) 466-1449	<a href="mailto:csonnenfeld@verusllc.com">csonnenfeld@verusllc.com</a>

Verus may assign a principal or staff analyst for processing claims to specific plaintiffs' law firms. A law firm should consult with the assigned staff analyst regarding the claims process. To find out who is assigned to a law firm, a law firm may contact Dan Myer or Mark Eveland at the above numbers.

## **Lummus Data System**

Verus will maintain an electronic database for the Trust. Prior to December 31, 2007, Connecticut Valley maintained a Lummus data system that included the ABB Lummus Global Inc. database of settled or otherwise resolved cases and the database of all claims filed with the Trust. CVC transferred the Lummus data to Verus. Verus will maintain the Trust claim database carrying appropriate claim fields as provided in the claim form. As information is received, Verus will enter the information in its computer-based information management and processing system. Verus will update information in the computer-based system as additional material is received. If requested by a claimant's law firm, Verus will provide the law firm with data on the law firm's history regarding claims against ABB Lummus Global Inc. to enable the law firm to reconcile its records with records in the Lummus data system as maintained by Verus.

## **Intake**

The Verus electronic filing system will date and log claims as received. Any claims received in hard copy will also be dated and logged as received, and entered into the electronic filing system for further processing. The Verus electronic filing system will automatically review the claim form as received. If the claim form is deemed "sufficiently complete" by the electronic filing system, the claim will be dated and entered in the FIFO Processing Queue. A claim form that contains the items on Schedule 2 is deemed "sufficiently complete."

A "sufficiently complete" claim shall be assigned a position in the FIFO Processing Queue as provided in Section 5.1(a)(1) of the TDP. For procedures for Initial Claims Filing Date, see below. Verus will maintain, in electronic format, the FIFO Processing Queue.

## **Establishment of Claim File**

Upon receipt of a claim form in paper or PDF format:

1. Verus will date stamp the original cover letter and attachments or note the date of the email cover letter.

2. Verus staff will scan the claim form and accompanying supporting documents and upload to the electronic filing system. A claims analyst will then enter the information from the claim form into the Lummus electronic database. The claim file is thereby established. All information and documentation related to the claims will be maintained electronically within the Lummus system, and is accessible by Verus analysts and personnel and by personnel of the filing law firm who have permission to access the electronic filing system.

3. Verus will make status reports available online which can be run at any time by personnel with access to the electronic filing system. Verus will also distribute notices of all offers and deficiencies by email alert, with copies of all releases (in the case of offers) and/or deficiency reports posted online for downloading by law firm personnel.

Claims may also be submitted in Excel format, either by direct upload to the electronic filing system, or by email. The Excel format is designed for submission of multiple claims. The format of the Excel multiple claims submission is attached as Exhibit D; the same Excel format is used for both Lummus Feedwater Heater Claims and Non-Feedwater Heater claims.

Upon receipt of a multiple claims submission in electronic format:

1. Verus will preserve the original source material by placing it in a special folder in the electronic filing system.

2. The electronic filing system will assign a new file name to a working version of the Excel file.

3. The electronic filing system will validate each column's data format and contents and will conform the data to Verus' requirements.

4. The electronic filing system will import data which passes the automated validations into the Lummus electronic claim system and individual claim numbers will be assigned. After the completion of that step, an individual claim file is thereby established for each valid record in the Excel file. Law firm users will be alerted of any records which fail to be imported due to missing data or invalid formats.

5. If claimant's counsel also submitted medical documentation by uploading PDF or TIFF files, or electronic disc, or in hard copy, Verus will link such documentation to each claim and update the medical diagnosis on each of the files when the claim is reached in the FIFO Processing Queue.

### **Initial Processing**

To determine eligibility for the FIFO Processing Queue the following procedure will be used. Upon the establishment of an individual claim file, Verus will determine if the claim form is "sufficiently complete." The electronic system will automatically determine if a claim is "sufficiently complete" by checking for certain items listed on Schedule 2. All claims identified as "sufficiently complete" will be placed in the FIFO Processing Queue. If there are any items missing or not acceptable, the status of the claim will be designated as "Incomplete". Claimant's counsel or the claimant if filing without counsel will be notified online or by email of the outstanding documents and/or deficiencies. The claim will remain "Incomplete" and will not be placed in the FIFO Processing Queue until the missing information has been submitted. When the claim form is "sufficiently complete," Verus will annotate the date the claim form is deemed "sufficiently complete" and automatically place the claim in the FIFO Processing Queue in accordance with Section 5.1(a)(1) of the TDP.

When the claim is next in line for processing in the FIFO Processing Queue, Verus will begin processing the claim as follows: The Verus electronic filing system will compare the

claimant's name and social security number with the Lummus data system which contains claimants who previously filed claims with ABB Lummus Global Inc. or the Trust to ascertain if the claimant has received a payment from ABB Lummus Global Inc. or the Trust or if the claim had been settled by ABB Lummus Global Inc. prior to the establishment of the Trust. If the Lummus data system reflects a payment from or on behalf of ABB Lummus Global Inc. or the Trust or a settlement with ABB Lummus Global Inc, Verus will request further information or comments from the claimant before proceeding. Verus will either continue pursuing the claim or reject the claim depending on that information. Settlements with ABB Lummus Global Inc. remain the responsibility of ABB Lummus Global Inc. and will not be paid by the Trust.

If the claimant states on the claim form that the claimant has received a prior payment from ABB Lummus Global Inc. or the Trust, Verus will review the release submitted with the claim form. If a release has not been provided, Verus will contact counsel identified on the claim form or the claimant if not represented by counsel to obtain a copy of the release. If the release states that the claimant has released all ABB Lummus Global Inc. and/or Trust liability for asbestos-related injuries, Verus will reject the claim. If the release does not expressly release all ABB Lummus Global Inc. and/or Trust liability, Verus will either continue to process the claim or request further information from the claimant.

The Verus electronic claim system automatically creates a log entry each time activity is generated on a claim. Verus maintains both an automated and a supplemental manual Quality Control Program, executed on a daily basis, prior to any claim being processed for liquidation. The Quality Control Program includes a review to assure no duplicate claims are processed. The review is repeated before any payment is made to the claimant. For quality control, Verus may perform a duplicate check at any time.

Verus will also review the medical evidence. If Verus has medical information in its files maintained on behalf of other clients regarding the claimant, Verus will use that medical information if the claimant authorized on the claim form the use of the medical evidence. See TDP, Section 6.2. If not authorized, Verus will consider the medical evidence submitted by the claimant. If the claimant fails to submit medical evidence within 90 days of notice of deficiency from Verus, Verus will reject the claim.

On behalf of the Trust, Verus may request further medical evidence including further diagnosis, analysis or explanation of previously submitted medical evidence.

### **Expedited Review**

When a claim rises to first in the FIFO Processing Queue, Verus processes the claim for either expedited or individual review. For expedited review, Verus reviews the claim for required information and establishes the status of the claim. If all requirements have been established, Verus will assign a settlement offer for the claim based on the TDP. If further information is needed, Verus will issue a deficiency notice to the claimant with a deadline for submission of the information. If the claim does not meet the TDP requirements, Verus will reject the claim.

The claim form for expedited review allows the claimant to automatically accept a settlement offer of the Scheduled Value as defined in the TDP for the disease level indicated by the claimant on the claim form or for a higher disease level. If the claimant elects this option, the claimant must file a fully executed release, see below, with the claim form. With this election, if Verus assigns a settlement offer at the Scheduled Value for the disease level on the claim form or a higher disease level, Verus will date the offer and identify the claim as ready for submission to the Trustee for approval and authorization to pay the claim. The date that Verus determines the

claim is ready for submission to the Trustee for approval is deemed the liquidation date under TDP Section 5.1(c) to place the liquidated claim in the FIFO Payment Queue, discussed below.

Verus will provide real time access to “inventory” reports which will enable law firm users to generate status reports for the law firm’s inventory of claims. The reports will identify each claim, the status of each claim, any deficiencies, any applicable deadlines for submitting information and a designation of a settlement offer or a claim rejection, as applicable. Reports can also be sent to the law firm by email upon request.

If a settlement offer is made for a claim, and the claimant did not file a fully executed release with the claim form, the claimant may accept or reject the offer. Releases will automatically be generated when an offer is made, and will be posted online for download by law firm users; alternatively, law firms may generate releases on their own, provided the Trust’s approved form of release is used. To accept the offer, the claimant must submit an executed release to the Trust. See discussion below regarding releases. When Verus receives an executed release, Verus will date stamp the release, consider the settlement offer accepted, assure that the claim file is otherwise complete, and electronically enter the information in the Lummus data system . The claim will then be deemed ready for submission to the Trustee for approval and authorization to pay. Verus will date the claim when ready for submission to the Trustee. The date that Verus determines that the claim is ready for submission to the Trustee for approval is deemed the liquidation date under TDP Section 5.1 ( c ) to place the liquidated claim in the FIFO Payment Queue, discussed below.

If the inventory report lists the claim as rejected, specific reasons for the rejection will be noted. Verus will provide the claimant with 90 days to provide the deficient information or to address the reason for the rejection. If no additional information is received, the claim file will be closed.

If the claimant informs the Trust through Verus that the claimant does not accept the Trust's decision, the claimant may request Individual Review, discussed below.

### **Individual Review**

When a claim rises to first in the FIFO Processing Queue, Verus processes the claim for either expedited or individual review. For individual review, Verus will consider several factors in determining whether and in what amount a settlement offer should be made, including (1) claimant's age, (2) age at the time of diagnosis, (3) number of dependents, (4) disability, (5) lost wages, (6) employment status, (7) Lummus exposure, (8) pain and suffering, (9) special damages, (10) jurisdiction, (11) disruption of household, family or recreational activities, (12) industry of exposure, and (13) settlements, verdicts and the claimant's and other law firms' experience in the claimant's jurisdiction for similarly situated claims. With experience, Verus, in consultation with the Trustee, will develop summary information and data regarding these factors. Verus will recommend to the Trustee guidelines for applying these factors. The Trustee will thereafter determine values and other directives for applying these factors to formulate offers to claimants.

Verus, on behalf of the Trust, may make an offer to the claimant. The Trustee will establish the parameters for offers by his responses to Verus recommendations and directives to Verus, as described above. The settlement offer will be communicated to the claimant by email or by mail. The claimant may make a counter-offer without terminating the Individual Review process. Verus, on behalf of the Trust, and the claimant may engage in continued negotiations. If the negotiations do not result in an agreement, Verus will nevertheless make a final offer to the claimant. Verus and the claimant shall use their best efforts to complete the negotiations within 30 days after Verus has made an offer, on behalf of the Trust, to the claimant. Individual Review does not end until the claimant agrees to a settlement amount or rejects a final offer in writing, as

provided in the following paragraph. Before making a final offer, Verus will provide the Trustee with a schedule of proposed offers. Verus will make the final offer, on behalf of the Trust, unless the Trustee directs otherwise.

If the negotiation process results in an agreed settlement amount, the claimant may communicate the acceptance of the agreed settlement amount to Verus by email or by mail. Verus will electronically record the settlement amount and instruct the claimant to submit a fully executed release to Verus. When Verus receives an executed release, Verus will date stamp the release and electronically enter the information in the Lummus data system. Verus will determine if the claim file is otherwise complete. The claim will then be deemed ready for submission to the Trustee for approval and authorization to pay. Verus will date the claim when ready for submission to the Trustee. The date that Verus determines that the claim is ready for submission to the Trustee for approval is deemed the liquidation date under TDP Section 5.1 (c) to place the liquidated claim in the FIFO Payment Queue, discussed below.

Absent an agreement, Individual Review will be completed when either (a) the Trust has made a final offer on the claim, the claimant has rejected the final offer for the liquidated value resulting from Individual Review, and the claimant has notified the Trust in writing of the rejection of the final offer or (b) when the Trust has rejected the claim. Verus on behalf of the Trust will provide the claimant with a notice of completion of Individual Review using the form attached as Exhibit F.

### **Lummus Feedwater Heater Claims**

Persons asserting Lummus Feedwater Heater Claims as defined by TDP Section 1.3 should use the proof of claim form at Exhibit B of these Procedures. This section may be amended should the Trustee, with the consent of the TAC and FCR, adopt alternative procedures for the Lummus Feedwater Heater Claims.

### **Initial Claims Filing Date**

Claims filed beginning on February 15, 2007, and through August 15, 2007, were deemed filed with the Trust on the Initial Claims Filing Date. Those claims were and are processed in the order established by Section 5.1(a)(1) of the TDP, as the claims are deemed complete by the Trust. Between February 15, 2007, and August 15, 2007, CVC reviewed claims filed and ordered the processing of the claims pursuant to Section 5.1(a)(1).

Beginning on August 16, 2007, claims have been and will continue to be processed in the order of the date a claim was deemed “substantially complete” by the Trust, and be ranked accordingly in the FIFO Processing Queue as provided in Section 5.1(a)(1) of the TDP.

Claims are paid in the order of the FIFO Payment Queue, which is determined based on the date of the liquidation of the claim and not on the FIFO Processing Queue or priority regarding the Initial Claims Processing Date. Priority regarding the Initial Claims Processing Date and the FIFO Processing Queue determines order of processing of claims, not order of payment.

### **Extraordinary Claims**

A claim filed as an Extraordinary Claim is processed under Individual Review, as described above. Verus will review the Disease Level of the claim. Only those claims that satisfy the medical criteria for Disease Levels IV-VIII are eligible for consideration as Extraordinary Claims. Accordingly, claims for Disease Levels I-III that are submitted to the Trust for consideration as Extraordinary Claims will be rejected as Extraordinary Claims but will continue to be processed under Individual Review.

After review of the Disease Level, Verus will consider whether the claimant has established that the claimant’s exposure to asbestos was at least 75% the result of ABB Lummus Global Inc. exposure and whether the claimant has established that there is little likelihood the

claimant will receive a substantial recovery elsewhere. If these conditions are not established, the claim will be rejected as an Extraordinary Claim but will continue to be processed under Individual Review. If the conditions are established, Verus will complete the Individual Review process.

With experience, Verus, in consultation with the Trustee, will develop summary information and data regarding these requirements. Verus will recommend to the Trustee guidelines for determining whether a claim satisfies these requirements. The Trustee will thereafter establish values and other directives to formulate offers to claimants in accordance with the TDP.

### **Exigent Hardship Claims**

A claim filed as an Exigent Hardship Claim will be processed by Verus without regard to the order of processing as otherwise provided under the TDP or these Procedures. Following the establishment of the claim file and the initial processing described above, Verus will proceed directly to a review of the claim. As provided in these Procedures, the Trust will either reject the claim or submit an offer to the claimant within 90 days from the submission to the Trust of a fully completed claim form.

Only those claims that satisfy the medical/ exposure criteria of Disease Levels IV (severe asbestosis) - VIII are eligible for consideration as Exigent Hardship Claims. Accordingly, claims for Disease Levels I- III that are submitted to the Trust for consideration as Exigent Hardship Claims will be rejected as Exigent Hardship Claims. Verus will notify the claimant of the rejection of the claim as an Exigent Hardship Claim. If the claimant requests, Verus will return the claim to the FIFO Processing Queue, to be scheduled in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Hardship Claim, and to be processed under either Expedited Review or Individual Review at the claimant's option.

If the claim satisfies the medical/ exposure criteria for Disease Levels IV- VIII, Verus will determine (a) if the claimant needs immediate financial assistance based on the claimant's expenses and all sources of available income, and (b) if there is a causal connection between the claimant's financial condition and the claimant's asbestos-related disease. As provided in the claim form, the claimant may submit to the Trust an explanation and any documentation in support of the Exigent Hardship Claim. The claimant must include a verified statement of the amount the claimant has recovered in respect of the claim from other asbestos defendants and other asbestos claims resolution organizations. If explanatory information and/or the statement of recovery from other asbestos-related sources are not submitted to the Trust, Verus will notify the claimant by email of the outstanding documentation and/or deficiencies. If Verus determines that the claim does not meet both conditions (a) and (b), the claim will be rejected as an Exigent Hardship Claim. Verus will return the claim to the FIFO Processing Queue, to be scheduled in the FIFO Processing Queue in the place the claim would have occupied had it not been filed as an Exigent Hardship Claim and processed accordingly under Individual Review.

If Verus determines that the claim meets the criteria, Verus will continue to process the claim under the Individual Review process.

With regard to the criteria in this section, with experience, Verus, in consultation with the Trustee, will develop summary information and data regarding these requirements. Verus will recommend to the Trustee guidelines for determining whether a claim satisfies the requirements. The Trustee will thereafter establish values and other directives to be used to formulate offers to claimants in accordance with the TDP.

The Trust may liquidate and pay Exigent Hardship Claims at any time notwithstanding any other provision of the TDP or these Procedures. Once a determination is made that the claim qualifies as an Exigent Hardship Claim and is liquidated, the claim will be placed at the head of

the FIFO Payment Queue for purposes of payment. Payment will, however, be subject to the Maximum Annual Payment and Claims Payment Ratio.

### **Arbitration**

The Trustee, with the consent of the TAC and FCR, may retain the services of an arbitration administrator. The Trustee, with the consent of the TAC and FCR, may also adopt alternative dispute resolution procedures that provide an option for mediation prior to arbitration. Arbitration shall be conducted through the offices of the arbitration administrator unless otherwise agreed by the claimant and the Trust. The Trustee, with the consent of the TAC and FCR, may adopt arbitration and alternative dispute resolution procedures. In the event that the Trustee adopts such procedures, the procedures will be attached as Exhibit G. The Trust will pay the arbitration fees.

Arbitration shall be governed by Section 5.9 of the TDP. Any provision of the arbitration procedures attached or to be attached as Exhibit G or any provision of an alternative arbitration procedure agreed to by the claimant and the Trust shall be subject to Section 5.9 of the TDP, and, in the event of an inconsistency, Section 5.9 of the TDP shall govern.

To be eligible for arbitration, the claimant must first have completed Individual Review. The claimant shall initiate arbitration by filing with the Trust a notice demanding arbitration, which shall include an election by the claimant of either binding or non-binding arbitration. A form of notice is attached to Exhibit H. The notice may be filed with the Trust by mail, by fax or by email as provided under Electronic Access, above. The notice shall be filed with the Trust no later than 30 days after the completion of Individual Review. Verus shall issue a notice of completion of Individual Review providing the date of completion of Individual Review. Verus shall use the notice of completion of Individual Review attached as Exhibit F.

In the case of binding arbitration, the claim shall be liquidated in the amount of the arbitral award. The claim shall be placed in the FIFO Payment Queue upon receipt of a fully executed release following the receipt of the arbitral award.

In the case of non-binding arbitration, if the claimant and the Trustee accept an arbitral award, the claim as liquidated by the arbitral award shall be placed in the FIFO Payment Queue based on the date of the receipt of a fully executed release. The claimant shall notify the Trust of the acceptance of a non-binding arbitral award in the manner provided in Exhibit H. The notice may be mailed, faxed or emailed to the Trust using the address or number on the claim form or under Electronic Access, above. Upon receipt of the notice, the Trustee shall either accept or reject the award. If the Trustee accepts the arbitral award, Verus will inform the claimant and instruct the claimant to submit a fully executed release.

### **Litigation**

If a claimant elected non-binding arbitration and the claimant or the Trustee rejected an arbitral award, the claimant may file a lawsuit in the Claimant's Jurisdiction as defined in the TDP. If a claimant obtains a judgment against the Trust, the claim as liquidated by the judgment shall be placed in the FIFO Payment Queue based on the date the judgment becomes final and no longer subject to appeal.

### **Payment of Liquidated Claims**

Based on the FIFO Payment Queue, Verus will add liquidated claims to a schedule of claims to be paid at the end of each calendar month. Verus will also aggregate the amount of the liquidated claims by law firm.

Five days before the established payment date, Verus will email to the Trustee a payment request, which will consist of (1) a cover letter outlining the total number of claims and amount to be paid in the order determined by the FIFO Payment Queue, (2) a report listing jurisdiction,

attorney, number of claims to be paid by attorney and total amount of the claims to be paid by attorney, (3) a report listing the individual claims, disease, settlement amount and type of review, and (4) the Maximum Annual Payment/Claims Payment Ratio report described below. The form of the letter and the forms of the reports are attached as Exhibit K.

The Trustee will review and consider recommendations made by Verus. The Trustee will inform Verus, in writing, whether or not he authorizes payment using a form substantially in the formant attached as Exhibit K. The Trustee will sign the authorization form and fax a signed copy of the authorization to Verus. Verus cannot pay claims without first obtaining a signed, written authorization from the Trustee. If the Trustee is unavailable to authorize payment, the request will be carried until the Trustee is available to authorize payment. Upon receiving the Trustee's authorization, Verus will either process checks made payable to the law firms, or process wire transfers to the law firms. If a check, Verus will mail to each law firm a cover letter, check and remittance letter, in the form attached as Exhibit K. If by wire transfer, Verus will email to the law firm a request for wire transfer instructions. Verus may process the wire transfer upon receipt of transfer instructions for the receiving financial institutions. For wire transfers, the law firm must inform Verus that it requests to have its claims paid by wire transfer to the law firm. The law firm may submit standing wire transfer instructions to Verus. The Trustee and Verus prefer payment by check and may, in their discretion, decline to pay by wire transfer. The law firms will pay claimants based on the protocols set between the law firms and their clients. In the case of a claimant not represented by counsel, Verus will send a check with a cover letter to the claimant. A copy of the request and approval email, check register and check stubs will be kept by Verus and a copy of the check register will be forwarded to the Trustee, in the form attached as Exhibit K.

Liquidated claims will be paid monthly in the order established by the FIFO Payment Queue. Claims will be paid on the fourth Friday of each month or as soon thereafter as the Trustee becomes available and authorizes payment.

The FIFO Payment Queue for claims resolved by Expedited Review and Individual Review is established as follows:

First. Date of approval by the Trustee is the date that Verus determines that the claim is ready for submission to the Trustee for approval, which will constitute the liquidation date under TDP Section 5.1 (c ), regardless of the administrative process employed by the Trustee to document his action to approve the claim.

Second. In the event of the same date under the first criteria, the date of diagnosis, earliest first, applies, as provided by the TDP Section 5.1(c).

Third. In the event of the same date under the second criteria, the date of birth of the claimant, oldest first, applies, as provided by TDP Section 5.1(c).

The TDP provides: “The Trustee shall have the discretion to determine the form and substance of the release to be provided to the Lummus Asbestos PI Trust. As a condition to making any payment to a claimant, the Lummus Asbestos PI Trust shall obtain a general, partial, or limited release as appropriate in accordance with the applicable state or other law. If allowed by state law, the endorsing of a check or draft for payment by or on behalf of a claimant shall constitute such a release.”

No claim will be paid until Verus receives an executed release in the form attached to these Procedures as Exhibit I.

If a release form has not been submitted to the Trust within sixty (60) days of a settlement offer under Expedited Review, an email, mail or fax acceptance of a settlement offer under Individual Review or a settlement notice under Arbitration, Verus will prepare and send by

email or mail to the claimant or to the law firm a list of claims requiring executed releases. If a release is not submitted within sixty (60) days of that notice, the claim will be suspended from active process by Verus, to be activated upon receipt of an executed release. Annually, Verus will email or mail to claimant's counsel a schedule of liquidated claims for which releases have not been received by Verus.

If an attorney for a claimant believes that a different form of release or additional or supplemental provisions would be appropriate under applicable state or other law, the attorney may submit that form of release or supplemental provisions for consideration by the Trustee. The Trustee will consult with Trust counsel, who will review the request. If the Trustee agrees, the alternative form of release may be used in lieu of or as a supplement to Exhibit I.

The Trustee may modify the form of release attached at Exhibit I to conform the verification requirement to the Claimants' Jurisdiction; for example, in the event the Claimant's Jurisdiction is outside the United States.

Before making a payment to a claimant, Verus will review its database to ascertain whether the Trust is entitled to an offset against the claimant. If so, Verus will provide notice to the claimant. If the claimant agrees, the offset will be applied to the payment pursuant to Section 4.5 of the TDP. If the claimant does not agree, the portion of the payment subject to the dispute will be held until the disagreement is resolved. Any amount not subject to the dispute that is due to the claimant will be paid to the claimant pursuant to these Procedures.

Verus will apply the Payment Percentage to the liquidated value of the claim to be paid, except Disease Level I Claims which shall be paid the full amount of their Scheduled Value as set forth in Section 5.2(b)(3) of the TDP. In the case of a judgment, Verus will make a payment following the provisions of Section 7.7 of the TDP.

Verus shall develop an electronic program to maintain running totals as claims are paid, reporting the total amount paid to date during the year, broken down by the 80% / 20% Claims Payment Ratio. Verus will provide the report to the Trustee immediately following each payment period. Prior to the next payment period, Verus will prepare a report projecting the payments to be made and the resulting total amount that would be paid through that payment period to date during the year, with the projection broken down by the 80% / 20% Claims Payment Ratio. Verus shall not issue the checks for that subject payment period until authorized by the Trustee in writing substantially in the form attached as Exhibit K, which will be emailed by the Trustee to Verus. The Trustee may not authorize payments that will exceed the Maximum Annual Payment or the Claims Payment Ratio limitations. In the event that the Maximum Annual Payment is reached or one or both of the Claims Payment Ratio limitations is/are reached, the affected claim(s) will be carried into the next calendar year maintaining their respective priorities in the FIFO Payment Queue. Verus will so notify the claimant by email. Verus will follow the above procedure to obtain Trustee authorization to pay the claim in the subsequent year.

The TDP allows the Trustee, with the consent of the TAC and FCR, to offer a reduced payment option, Sections 2.5 and 5.1(c), and for de minimis distributions. Section 4.4. The Trustee has not adopted a reduced payment option nor has the Trustee provided for de minimis distributions.

#### **Amendments/Modifications**

These Procedures may be modified or amended by the Trustee, from time to time, with the consent of the TAC and the FCR. Implementation of these Procedures shall be vested in the discretion of the Trustee.

## Schedule 1

### Maximum Annual Payment

<u>Year</u>	<u>Amount</u>	
2007	\$5,000,000	
	Category A Claims	Category B Claims
	\$4,000,000	\$1,000,000
Paid in 2007	120,000	225,600
Carry into 2008	3,880,000	774,400
2008	\$345,600	
	Category A Claims	Category B Claims
	\$276,480	\$69,120
Carry from 2007	3,880,000	774,400
Total for 2008	4,156,480	843,520
2009	To be determined	

Note: In any year, excess funds, if any, within the Maximum Annual Payment as divided by the Claims Payment Ratio into Category A Claims and Category B Claims shall be carried into the next year and added to the Maximum Annual Payment for that next year as divided by the Claims Payment Ratio into Category A Claims and Category B Claims.

## Schedule 2

### Items for a Deemed “Complete” Claim Eligible for FIFO Processing Queue

1. Legal Representation
2. Claim Process (Expedited Review or Individual Review)
3. Claimant’s Name
4. Claimant’s Date of Birth
5. Claimant’s Social Security Number
6. If Applicable - Claimant’s Date of Death
7. If Applicable - Representative’s Name
8. If Applicable - Representative’s Address
9. If Applicable - Representative’s Social Security Number
10. If Applicable - Relationship to Deceased Claimant
11. Diagnosis
12. Diagnosis Date
13. Years of Exposure
14. Occupation
15. Job Site

**Exhibit A**

**Proof of Claim Form  
for Lummus Non-Feedwater Heater Claims**

**Exhibit B**

**Proof of Claim Form  
for Lummus Feedwater Heater Claims**

**Exhibit C**

**Instructions for Filing a Lummus Claim**  
**with the ABB Lummus Global Inc. 524(g) Asbestos PI Trust**

**Subject: Instructions for Filing a Claim with the ABB Lummus Global Inc. 524(g)  
Asbestos PI Trust**

Dear Plaintiff Counsel:

The ABB Lummus Global Inc. 524(g) Asbestos PI Trust (the “Trust”) was established as a result of the bankruptcy of ABB Lummus Global Inc. The Trust is organized to process, liquidate and pay valid asbestos personal injury claims in accordance with the Lummus 524(g) Asbestos PI Trust Distribution Procedures (the “TDP”), which were approved by the bankruptcy court.

This memorandum provides an overview of how to file a claim with the Trust and is intended to assist claimants in filing a complete and valid claim. Please be advised that the TDP actually classifies and defines claims as either Lummus Feedwater Heater Claims or Lummus Design and Construction Claims, the latter referred to as Lummus Non-Feedwater Heater Claim in these instructions. The legal requirements for a valid claim, however, are set forth in the TDP. A copy of the TDP is attached. This memorandum is sent on behalf of the Trust by Verus Claims Services (“Verus”), the Trust’s claims processor. The Trust’s Procedures for Reviewing and Liquidating TDP Claims (“Procedures”) may be found on the Trust’s webpage at [www.ABBLummusTrust.org](http://www.ABBLummusTrust.org) or on Verus’s webpage at [www.verusllc.com](http://www.verusllc.com). The Claim Form for Lummus Non-Feedwater Heater Claims is Exhibit A to the Procedures. The Claim Form for Lummus Feedwater Heater Claims is Exhibit B to the Procedures. Electronic filing instructions may be obtained from Verus or downloaded from [www.ABBLummusTrust.com](http://www.ABBLummusTrust.com).

This memorandum is divided into four parts. The first part describes the mechanics for filing a claim with the Trust. The second part addresses how a claim is processed by the Trust. The third part provides an overview of the requirements for a valid claim under the TDP. The fourth part explains how a claim is paid.

***How do I file a claim with the Trust?***

***Required Paperwork***

To file a claim, you must submit a completed Claim Form along with the required supporting documentation. The supporting documentation is discussed below. You may submit your claim to the Trust using either (1) the enclosed Claim Form or (2) electronic submission upload to the Trust’s electronic filing system, or (3) by email in Excel format. A sample copy of the Claim Form in Excel format is enclosed herewith. You may

use or include supporting claim materials in PDF or TIFF format. All material must be sent to the Trust by mail, fax, direct upload or by email using the following address:

ABB Lummus Global Inc. 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
2000 Lenox Drive, Suite 206  
Lawrenceville, NJ 08648  
Telephone: (609) 466-0427  
Fax: (609) 466-1449  
Email: support@verusllc.com  
Webpage: <https://abb.verusllc.com/FWCS>

You should make every effort to submit the Claim Form and all required documentation at the same time. Questions regarding the Claim Form and the claim process may be directed to: support@verusllc.com.

#### *Prior Claims*

The Trust will review each claim to determine whether the claimant has previously received a payment from ABB Lummus Global Inc. or from the Trust or been settled by ABB Lummus Global Inc. The Trust will review any release executed by the claimant to determine eligibility for compensation from the Trust. The Claim Form requires the submission to the Trust of any previously executed release involving ABB Lummus Global Inc. or the Trust. See Claim Form, Part 10.

#### *Deadline*

Other than the statute of limitations, discussed below, claims are not subject to a deadline for filing with the Trust.

#### *Statute of Limitations*

All claims must be filed before the expiration of the relevant statute of limitations. See Section 5.1(a)(2) of the TDP for details on the application of the statute of limitations.

#### *Disease Levels*

Claims are categorized by eight asbestos-related disease levels. The Disease Levels are Mesothelioma (Level VIII), Lung Cancer 1 (Level VII), Lung Cancer 2 (Level VI), Other Cancer (Level V), Severe Asbestosis (Level IV), Asbestosis/Pleural Disease (Level III), Asbestosis/Pleural Disease (Level II), and Other Asbestos Disease (Level I). See Claim Form, Part 6. Each Disease Level has been assigned medical and exposure criteria; seven have Scheduled Values, and five have ranges of values, as well. The values have been determined with the intention of

achieving a fair allocation of the Trust's funds among claimants suffering from different diseases in light of current and historical information regarding claims against ABB Lummus Global Inc.

### ***How will my claim be processed?***

#### *Processing Order*

In general, claims will be processed in the order received by the Trust on a first-in-first-out basis.

#### *Liquidation of Claims*

The claimant must choose either Expedited Review or Individual Review. Claims for Lung Cancer 2 (Level VI) must be submitted to Individual Review. See Claim Form, Part 1.

#### *Expedited Review*

Expedited review is explained at section 5.2(a) of the TDP. Under Expedited Review, the Trust will determine whether the claim presumptively meets the medical and exposure criteria for one of the seven Disease Levels eligible for Expedited Review, and will advise the claimant of its determination. If a Disease Level is determined, the Trust will assign the claim the established Scheduled Value for the claim depending on the Disease Level. The Disease Levels and Scheduled Values are set forth at section 5.2(b)(3) of the TDP, and reproduced below. The Trust will tender to the claimant an offer of payment based on that value.

Because the Trust assigns the Scheduled Value to a determined Disease Level, the claimant may pre-accept a claim settlement offer with the filing of the Claim Form by checking the appropriate box on the Claim Form. (See Claim Form, Part 1). If the claimant pre-accepts a claim settlement offer, the claimant must submit an executed release with the Claim Form and the claimant accepts a settlement offer of the Scheduled Value at the Disease Level indicated on the Claim Form or at a higher Disease Level.

If the claimant does not pre-accept a claim settlement offer, a settlement offer will be tendered to the claimant for acceptance or rejection. If the claimant accepts the offer, the claim will be placed in line for payment upon receipt of an executed release. The claimant accepts the offer by tendering the release.

If the claimant rejects the offer, the claimant may request Individual Review.

If the Trust concludes that a claim does not meet the medical and/or exposure criteria for one of the Disease Levels, the Trust will deny the claim. If the Trust denies the claim, the claimant may request Individual Review.

#### *Individual Review*

The Trust's Individual Review process provides a claimant with an opportunity for individual consideration and evaluation of a claim. Claimants holding claims in the more serious Disease

Levels IV, V, VII and VIII will be eligible to seek, and claimants holding claims in Disease Level VI will be required to undergo, Individual Review of the liquidated value of their claims, as well as of their medical and/or exposure evidence. Claimants whose claims fail to meet the presumptive Medical and/or Exposure Criteria for Disease Levels II and III are also eligible to seek Individual Review. For Disease Levels II and III, if the Trust is satisfied that the claimant has presented a claim that would be cognizable and valid in the tort system, the Trust may offer the claimant a liquidated value amount up to the Scheduled Value for that Disease Level, unless the claim qualifies as an Extraordinary Claim as described in Section 5.3(a) of the TDP. If the Trust determines that the claim is deficient or does not qualify for payment, then the Trust will issue a notice of deficiency to the claimant or deny the claim, as applicable.

For Disease Levels IV – VIII, the Individual Review process is intended to result in payments equal to the full liquidated value for each claim multiplied by the Payment Percentage. The Payment Percentage is discussed below. If the Trust concludes that the claim has merit, the Trust will assign a value based on the range of values provided in section 5.2(b)(3) of the TDP; however, the liquidated value of any claim that undergoes Individual Review may be determined to be less than the Scheduled Value the claimant would have received under Expedited Review. Moreover, the liquidated value for a claim involving Disease Levels IV – VIII will not exceed the Maximum Value for the relevant Disease Level set forth in Section 5.2(b)(3) of the TDP, unless the claim meets the requirements of an Extraordinary Claim described in Section 5.3(a) of the TDP.

Because the detailed examination and valuation process pursuant to Individual Review requires substantial time and effort, claimants electing to undergo the Individual Review process will necessarily be paid the liquidated value of the claims later than would have been the case had the claimant elected the Expedited Review process. If the claimant is seeking Individual Review, Parts 12, 13, 14 and 15 of the Claim Form must be completed to the extent applicable.

#### *Valuation Factors to be Considered in Individual Review*

The Trust will liquidate the value of each claim that undergoes Individual Review based on the historic liquidated values of other similarly situated claims in the tort system for the same Disease Level. The Trust will thus take into consideration the factors that affect the severity of damages and values within the tort system including, but not limited to: (i) the degree to which the characteristics of a claim differ from the presumptive Medical/Exposure Criteria for the Disease Level in question; (ii) factors such as the claimant's age, disability, employment status, disruption of household, family or recreational activities, dependencies, special damages, and pain and suffering; (iii) evidence that the claimant's damages were (or were not) caused by asbestos exposure, including Lummus Exposure, (for example, alternative causes, and the strength of documentation of injuries); (iv) the industry of exposure; and (v) settlements, verdicts and the claimant's and other law firms' experience in the Claimant's Jurisdiction (as that term is described below) for similarly situated claims.

### *The Claimant's Jurisdiction*

For purposes of filing a claim pursuant to the Individual Review process, the Claimant's Jurisdiction is the jurisdiction in which the claim was filed (if at all) against ABB Lummus Global Inc. in the tort system prior to April 21, 2006. If the claim was not filed against ABB Lummus Global Inc. in the tort system prior to April 21, 2006, the claimant may elect as the Claimant's Jurisdiction either (i) the jurisdiction in which the claimant resides at the time of diagnosis, (ii) the jurisdiction in which the claimant resides when the claim is filed with the Trust, or (iii) any jurisdiction in which the claimant experienced Lummus Exposure. Notwithstanding the foregoing, if a claim is asserted by the official representative and the Claimant's Jurisdiction would be Alabama under the provisions of the preceding sentence such that the claim asserted would arise under the Alabama Wrongful Death Statute, then the Claimant's Jurisdiction will be the Commonwealth of Pennsylvania for purposes of evaluating the claim. See Claim Form, Part 14.

### *Negotiations*

In the Individual Review process, the Trust will either deny the claim or assign a value as described above. The Trust will tender to the claimant an offer based on that assigned value.

Individual Review contemplates a negotiation process between the claimant and the Trust. The claimant may, therefore, make a counter-offer to the Trust without terminating the Individual Review process. Verus, on behalf of the Trust, and the claimant may engage in continued negotiations. If the negotiations do not result in an agreement, the Trust will nevertheless make a final offer to the claimant. The Trust and the claimant will use their best efforts to complete negotiations within thirty (30) days after the Trust has made an offer. Individual Review does not end until the claimant agrees to a settlement amount or rejects the final offer in writing, or the Trust disallows the claim.

If the claimant accepts the offer, the claim will be placed in line for payment upon receipt by the Trust of the executed release.

If the claimant rejects the offer, the claimant may request binding or non-binding arbitration. See Section 5.9 of the TDP for arbitration provisions. The Trust will issue a notice of completion of Individual Review setting a thirty (30) day deadline for the claimant to demand arbitration. For form notices and further information regarding arbitration, see the Procedures on the web pages referenced above.

### *Extraordinary and Exigent Hardship Claims*

The TDP provide for Extraordinary Claims and for Exigent Hardship Claims. For details, see Sections 5.3(a) and 5.3(b) of the TDP, respectively, and the Procedures on the webpages referenced above. See also, Claim Form, Part 2.

### *Liquidated Claim*

If the Trust and the claimant agree on the value of a claim or if the claim is determined by arbitration or court judgment, the claim will have been liquidated under the TDP and eligible for payment. Liquidated claims will be paid on a percentage basis by application of the Payment Percentage, discussed below. With the exception of Disease Level I claims, no claimant shall receive a payment greater than the Payment Percentage multiplied by the liquidated value of the claim.

### ***What are the requirements for a valid claim under the TDP?***

#### *General Requirements*

A claimant who establishes with a medical examination that he is suffering from one of the Disease Levels listed below, and who provides evidence of ABB Lummus Global Inc. exposure, may be eligible for the Scheduled Values for the relevant Disease Level.

All claimants are required to submit a complete Claim Form with the required supporting documentation. At a minimum, the supporting documentation consists of a medical report from the diagnosing physician and a death certificate, if applicable.

The following chart sets forth the Medical/Exposure Criteria for each of the eight Disease Levels covered by the TDP. This chart is intended as a general guideline for a valid claim. As stated throughout this instructional memorandum, the TDP must be consulted to determine whether the claim satisfies the requirements for a valid claim. See Section 5.2(a)(3) of the TDP.

## Disease Level

## Medical/Exposure Criteria

Mesothelioma (Level VIII)

(1) Diagnosis<sup>1</sup> of mesothelioma and (2) Lummus Exposure.<sup>2</sup>

Lung Cancer 1 (Level VII)

(1) Diagnosis of a primary lung cancer plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease<sup>3</sup>, (2) six months Lummus Exposure, (3) Significant Occupational Exposure<sup>4</sup>, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question.

Lung Cancer 2 (Level VI)

(1) Diagnosis of a primary lung cancer, (2) Lummus Exposure, and (3) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the lung cancer in question. Lung Cancer 2 (Level VI) claims are claims that do not meet the more stringent medical and/or exposure requirements of Lung Cancer 1 (Level VII) claims. All claims in this Disease Level will be individually evaluated. The estimated likely average of the individual evaluation awards for this category is \$1,000.00 for Lummus Feedwater Heater Claims and \$5,000.00 for Lummus Design and Construction Claims, with such awards capped at \$4,000.00 for Lummus Feedwater Heater Claims and \$30,000.00 for Lummus Design and Construction Claims unless the claim qualifies for Extraordinary Claim treatment.

Level VI claims that show no evidence of either an underlying Bilateral Asbestos-Related Nonmalignant Disease or Significant Occupational Exposure may be individually evaluated, although it is not expected that such claims will be treated as having any significant value, especially if the claimant is also a Smoker.<sup>5</sup> In any event, no presumption of validity will be available for any claims in this category.

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<sup>1</sup> The requirements for a diagnosis of an asbestos-related disease that may be compensated under the provisions of the TDP are set forth in Section 5.6 of the TDP.

<sup>2</sup> The term “Lummus Exposure” is defined in Section 5.6(b)(3) of the TDP.

<sup>3</sup> Evidence of “Bilateral Asbestos-Related Nonmalignant Disease” for purposes of meeting the criteria for establishing Disease Levels I, II, V, and VII, means a report submitted by a qualified physician stating that the claimant has or had an X-ray reading of 1/0 or higher on the ILO scale, or bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification (or, solely for claims filed against ABB Lummus Global Inc. or another asbestos defendant in the tort system prior to April 21, 2006, if an ILO reading is not available, a chest X-ray reading that indicates bilateral interstitial fibrosis, bilateral interstitial markings, bilateral pleural plaques, bilateral pleural thickening, or bilateral pleural calcification consistent with, or compatible with, a diagnosis or asbestos-related disease).

<sup>4</sup> The term “Significant Occupational Exposure” is defined in Section 5.6(b)(2) of the TDP.

<sup>5</sup> There is no distinction between Non-Smokers and Smokers for either Lung Cancer (Level VII) or Lung Cancer (Level VI), although a claimant who meets the more stringent requirements of Lung Cancer (Level VII) (evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease plus Significant Occupational Exposure), and who is also a Non-Smoker, may wish to have his or her claim individually evaluated by the Trust. In such a case, it is anticipated that the liquidated value of the claim might well exceed the Scheduled Value for Lung Cancer (Level VII). “Non-Smoker” means a claimant who either (a) never smoked or (b) has not smoked during any portion of the twelve (12) years immediately prior to the diagnosis of the lung cancer.

## Disease Level

## Medical/Exposure Criteria

Other Cancer (Level V)

(1) Diagnosis of a primary colo-rectal, laryngeal, esophageal, pharyngeal, or stomach cancer, plus evidence of an underlying Bilateral Asbestos-Related Nonmalignant Disease, (2) six months cumulative Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the other cancer in question.

Severe Asbestosis (Level IV)

(1) Diagnosis of asbestosis with ILO of 2/1 or greater, or asbestosis determined by pathological evidence of asbestos<sup>6</sup>, plus (a) TLC less than 65%, or (b) FVC less than 65% and FEV1/FVC ratio greater than 65%, (2) six months Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary deficit in question.

Asbestosis/Pleural Disease  
(Level III)

Diagnosis of asbestosis with ILO of 1/0 or greater or asbestosis determined by pathology, or Bilateral Asbestos-Related Nonmalignant Disease of B2 of greater, plus (a) TLC less than 80%, or (b) FVC less than 80% and FEV1/FVC ratio greater than or equal to 65%, and (2) six months Lummus Exposure, (3) Significant Occupational Exposure to asbestos, and (4) supporting medical documentation establishing asbestos exposure as a substantial contributing factor in causing the pulmonary deficit in question.

Asbestosis/Pleural Disease  
(Level II)

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease, and (2) six months Lummus Exposure, and (3) five years cumulative occupational exposure to asbestos.

Other Asbestos Disease (Level I  
– Cash Discount Payment)

(1) Diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease or an asbestos-related malignancy (except mesothelioma), and (2) Lummus Exposure.

The following chart sets forth the “Scheduled Value” for each Disease Level under Expedited Review. The chart also includes the range of values for severe asbestosis (Disease Level IV) and malignancies (Disease Levels V-VIII) used for Individual Review. See Section 5.2(b)(3) of the TDP.

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<sup>6</sup> Proof of asbestosis may be based on the pathological grading system for asbestosis described in the Special Issue of the Archives of Pathology and Laboratory Medicine, “Asbestos-associated Diseases,” Vol. 106, No. 11, App. 3 (October 8, 1982) and Pulmonary Function testing.

### **Lummus Design and Construction Claims**

<b>Scheduled Disease</b>	<b>Scheduled Value</b>	<b>Average Value</b>	<b>Maximum Value</b>
Mesothelioma (Level VIII)	\$25,000	\$60,000	\$400,000
Lung Cancer 1 (Level VII)	\$7,500	\$12,500	\$75,000
Lung Cancer 2 (Level VI)	Subject to Individual Review	\$5,000	\$30,000
Other Cancer (Level V)	\$2,500	\$5,000	\$15,000
Severe Asbestosis (Level IV)	\$7,500	\$12,500	\$75,000
Asbestosis (Level III)	\$3,000	Scheduled Value	Scheduled Value
Asbestosis/Pleural Disease (Level II)	\$2,000	Scheduled Value	Scheduled Value
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$200	None	None

### **Lummus Feedwater Heater Claims**

<b>Scheduled Disease</b>	<b>Scheduled Value</b>	<b>Average Value</b>	<b>Maximum Value</b>
Mesothelioma (Level VIII)	\$1,000	\$6,000	\$25,000
Lung Cancer 1 (Level VII)	\$1,000	\$2,000	\$8,000
Lung Cancer 2 (Level VI)	Subject to Individual Review	\$1,000	\$4,000
Other Cancer (Level V)	\$550	\$700	\$1,000
Severe Asbestosis (Level IV)	\$1,000	\$2,000	\$8,000
Asbestosis (Level III)	\$400	Scheduled Value	Scheduled Value
Asbestosis/Pleural Disease (Level II)	\$200	Scheduled Value	Scheduled Value
Other Asbestos Disease (Cash Discount Payment) (Level I)	\$100	None	None

### *Medical Evidence*

In general, all diagnoses of a Disease Level shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least 10 years have elapsed between the date of first exposure to asbestos or asbestos-containing products and the diagnosis, or (ii) a history of the claimant's exposure sufficient to establish a 10-year latency period.

In order to expedite the processing of claims and minimize expense, with the consent of the claimant, the Trust will use available results of previous reviews of medical records for other asbestos defendants by Verus for the verification of the claimed medical condition. See Claim Form, Part 6. If the claimant does not consent to the use of available previous medical reviews, medical records must be submitted with the Claim Form. Even if the claimant consents to the use of available previous medical reviews, the Trust may request further medical documentation.

For further details regarding medical evidence required for a valid claim, see Section 5.6(a) of the TDP.

### *Exposure Evidence*

#### *In General*

To meet the presumptive exposure requirements for Expedited Review, the claimant must show (i) for all Disease Levels, Lummus Exposure (as described below); (ii) for Disease Level II, six months Lummus Exposure, plus five years cumulative occupational asbestos exposure; and (iii) for Disease Levels III, IV, V or VII, the claimant must show six months Lummus Exposure, plus Significant Occupational Exposure (as described below) to asbestos. If the claimant cannot meet the requirements of presumptive exposure for a Disease Level for Expedited Review, the claimant may seek Individual Review of his or her evidence of ABB Lummus Global Inc. exposure. For further details regarding exposure evidence required for a valid claim, see Section 5.6(b) of the TDP. See also, Claim Form, Part 7.

#### *Lummus Exposure*

In general, to qualify for any Disease Level, the claimant must demonstrate exposure to asbestos or asbestos-containing products that occurred on or before December 31, 1982, for which ABB Lummus Global Inc. has legal responsibility. The Claim Form requires the claimant to list the occupation and industry in which the claimant worked at the time the ABB Lummus Global Inc. exposure occurred. See Claim Form, Part 7. Attached hereto as Exhibits A and B are the ABB Lummus Global Inc. Occupation Codes and ABB Lummus Global Inc. Industry Codes, respectively. Please use the specified codes in designating the claimant's occupation and industry for purposes of completing the Claim Form. Evidence of the ABB Lummus Global Inc. exposure may be submitted by affidavit of the claimant or a family member, invoices, employment, construction or similar records, court documents or other credible evidence. Execution of a fully completed Claim Form under penalty of perjury will be considered evidence of exposure. See Claim Form, Part 9.

### *Significant Occupational Exposure*

Claims submitted for Disease Levels III, IV, V or VII must demonstrate Significant Occupational Exposure in order to meet the presumptive exposure requirements for Expedited Review. “Significant Occupational Exposure” means employment for a cumulative period of at least five years in an industry and an occupation in which the claimant (a) handled raw asbestos fibers on a regular basis; (b) fabricated asbestos-containing products so that the claimant in the fabrication process was exposed on a regular basis to raw asbestos fibers; (c) altered, repaired or otherwise worked with an asbestos-containing product such that the claimant was exposed on a regular basis to raw asbestos fibers; or (d) was employed in an industry and occupation such that the claimant worked on a regular basis in close proximity to workers engaged in the activities described in (a), (b) and/or (c).

### *How will I receive payment if I have a valid claim?*

Except for Disease Level I, once a claim is liquidated, it is placed in line for payment. The order of payment is based on the date of the liquidation of the claim. For Expedited Review and Individual Review, the liquidation date is the date Verus determines that the claim is ready for submission to the Trustee for approval as defined in the Procedures. With the exception of claims for Disease Level I (Other Asbestos Disease – Cash Discount Payment), the claimant will receive a payment equal to the Payment Percentage multiplied by the liquidated value of the claim. Disease Level I claims receive a fixed dollar amount without application of the Payment Percentage. Prior to payment, the Trust will require that the claimant execute a release (release form attached). If the claimant is represented by an attorney, the payment shall be made to the attorney on behalf of the claimant. If the claimant is not represented by an attorney, the payment will be made directly to the claimant.

### *Payment Percentage*

All claims, except Disease Level I, are subject to the Payment Percentage. The Payment Percentage is the percentage of the full liquidated value of a claim that claimants will receive from the Trust. The Payment Percentage is calculated based on the Trust’s estimate of the number, types and values of present and future claims and the value and liquidity of the Trust’s assets after considering the Trust’s operating expenses. See Section IV of the TDP. Currently, the Payment Percentage is 10%. Applying this Payment Percentage, claimants with valid claims based on the Scheduled Values could expect to be paid an amount equal to the Scheduled Value for the applicable Disease Level.

### *Annual Limits*

To assure that the Trust has adequate resources to pay similarly situated present and future claims in similar amounts, the Trust may only pay a maximum amount on all liquidated claims in any year. See Section 2.4 of the TDP. In addition, 80% of the maximum annual amount must be used to pay claims in Disease Levels IV-VIII and 20% to pay claims in the other Disease Levels. See Section 2.5 of the TDP. If the Trust has insufficient funds under the maximum annual

allowance to pay all liquidated claims by category in a year, the claims will be carried over to the next year and will retain their priority in the payment line.

Very truly yours,

Dan Myer

Enclosures:

Claim Form

Release Form

TDP

Claim Form in Excel format (sample copy)

**Exhibit D - Attachment**

Lummus Feedwater Heater Claims Electronic Submission Format

**Exhibit E**

Multiple Claims Submission Excel Format  
for Lummus Claims

**Exhibit F**

Notice of Completion of Individual Review

Notice of Completion of Individual Review

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

Re: claimant's name, social security number, claim file number

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

Please be advised that the ABB Lummus Global Inc. 524(g) Asbestos PI Trust has completed its Individual Review of the claim filed by the above named Claimant. Individual Review has not resulted in an agreed liquidated claim. The Claimant has thirty (30) days from the date of this notice to demand that the claim be submitted to arbitration pursuant to Section 5.9 of the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Distribution Procedures.

A form for Demand for Arbitration is available at the Trust's webpage at \_\_\_\_\_ or at the webpage of Verus Claims Services, LLC, at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

/s/

Dan Myer on behalf of the Trust

**Exhibit G**

Arbitration Procedures

(To be adopted and inserted when and if needed)

**Exhibit H**

Arbitration Notice

Notice of Acceptance of Arbitration Award

Demand for Arbitration

To: ABB Lummus Global Inc. 524(g) Asbestos PI Trust

\_\_\_\_\_, [Insert: name of claimant, social security number, claim file number], a claimant who has filed a proof of claim with the ABB Lummus Global Inc. 524(g) Asbestos PI Trust, hereby submits to the Trust this notice demanding arbitration of the claim, as provided by Section 5.9 of the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Distribution Procedures.

The claimant elects (choose one):

The Trust offers mediation prior to arbitration. If the claimant elects to submit to mediation prior to arbitration, the claimant should check this space \_\_\_\_\_.

For arbitration, the claimant elects (check one)(select one even if the claimant elected to submit to mediation)

\_\_\_\_\_ Binding arbitration

\_\_\_\_\_ Non-binding arbitration

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

Respectfully submitted,

\_\_\_\_\_  
Signed by claimant or by attorney, if represented

This Demand for Arbitration may be mailed to the Trust:

ABB Lummus Global Inc. 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
2000 Lenox Drive  
Suite 206  
Lawrenceville, NJ 08648

Or faxed to the Trust: 609-466-1449

Or emailed to the Trust: dmyer@verusllc.com

Notice of Acceptance of Arbitral Award

To: ABB Lummus Global Inc. 524(g) Asbestos PI Trust

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

\_\_\_\_\_, [insert claimant's name, social security number, claim file number], the claimant, hereby accepts the non-binding arbitral award of \$\_\_\_\_\_ for the claim filed by the claimant. The claimant requests that the ABB Lummus Global Inc. 524(g) Asbestos PI Trust record this acceptance in the claim file. If the Trust likewise accepts the award, the claimant understands that the liquidated claim will be placed in its Payment Queue as of the date of receipt of an executed release from the claimant.

A copy of the arbitral award is attached.

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

This Notice of Acceptance of Arbitral Award may be mailed to the Trust:

ABB Lummus Global Inc. 524(g) Asbestos PI Trust  
c/o Verus Claims Services, LLC  
2000 Lenox Drive  
Suite 206  
Lawrenceville, NJ 08648

Or faxed to the Trust: 609-466-1449

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

**Exhibit I**

Release

**Exhibit J**

Electronic Filing Agreement

**Exhibit K**

Claimant Summary Sheet Format

Request to Pay Claims

Payment Reports to Trustee

Authorization to Pay Claims

Payment Letter, Check and Remittance Forms

Check Register Format

Authorization to Pay Claims

To: Verus Claims Services, LLC (“Verus”)

From: Dean M. Trafelet, Trustee, ABB Lummus Global Inc. 524(g) Asbestos PI Trust (“Trust”)

Verus has submitted a report dated \_\_\_\_\_ of liquidated claims ready for payment on \_\_\_\_\_ based on the FIFO Payment Queue, pursuant to the ABB Lummus Global Inc. 524(g) Asbestos PI Trust Distribution Procedures (“TDP”). In conjunction with that report, Verus has also submitted a report to the Trustee of the amount of the Maximum Annual Payment distributed to date with a breakdown by the Claims Payment Ratio. The Trustee hereby approves the liquidation of the claims on the report and, applying the Payment Percentage, authorizes Verus to pay the liquidated claims on the report, subject to the following exceptions:

\_\_\_\_\_ [Insert instructions, such as, excluded payments, or directions if collar or Maximum Annual Payment will be reached]

Prior to making the payment, Verus must have received a release of the Trust from the claimant.

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

\_\_\_\_\_  
Dean M. Trafelet, Trustee

