

February 3, 2023

**NORTH AMERICAN REFRACTORIES COMPANY  
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST**

**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES  
FOR NARCO ASBESTOS TRUST CLAIMS**

**North American Refractories Company  
Asbestos Personal Injury Settlement Trust**

**ALTERNATIVE DISPUTE RESOLUTION PROCEDURES  
FOR NARCO ASBESTOS TRUST CLAIMS**

Pursuant to Section 4.10 of the North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures (as may be subsequently amended, the “TDP”), the North American Refractories Company Asbestos Personal Injury Settlement Trust (the “Trust”) hereby establishes the following Alternative Dispute Resolution (“ADR”) procedures to resolve matters regarding NARCO Asbestos Trust Claims that may be submitted to ADR under the TDP. All capitalized terms herein shall be as defined and/or referenced within the TDP.

**I. OVERVIEW**

**A. General**

The American Arbitration Association (“AAA”) will administer these ADR procedures as the “ADR Administrator.” The Trust will pay the fees of the ADR Administrator. 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, GA 30345, phone: 404-682-6898, fax: 877-395-1388, email: [AmbricaClements@adr.org](mailto:AmbricaClements@adr.org).

These ADR procedures shall not be construed as imparting to any claimant any substantive or procedural rights beyond those conferred by the TDP. In the event of any inconsistency between these ADR procedures and the TDP or the Trust Agreement, the TDP and the Trust Agreement shall govern.

The claimant may elect either binding or non-binding arbitration. Only after either the claimant or the Trust rejects a non-binding arbitration award may a claimant commence a lawsuit in the tort system.

If the claimant elects binding arbitration, then the claimant and the Trust waive their respective rights to seek a jury trial with respect to the NARCO Asbestos Trust Claim as set forth in the TDP.

The Trust may not decline the claimant’s election of either binding or non-binding arbitration, but reserves all rights to reject any award in a non-binding arbitration proceeding.

**B. Initiation of ADR**

To initiate these procedures, the claimant must submit a written Demand and Agreement for ADR to the ADR Administrator using the form attached to these

ADR procedures (see Attachment A). In the Demand and Agreement for ADR (hereafter, "Demand for ADR"), the claimant shall elect binding or non-binding arbitration.

The ADR Administrator shall within three (3) business days notify the Trust and the Trust's claims processor upon receipt of a Demand for ADR by a claimant.

Within three (3) business days of receipt of notice from the ADR Administrator of a Demand for ADR, the Trust's claims processor will provide a complete copy of the claimant's claim file to the Trust. The claimant's Social Security number shall be redacted from the claim file documents.

Within ten (10) business days of receipt of notice from the ADR Administrator of a Demand for ADR, the Trust will send the claimant a copy of the claim file and a Certificate of Completeness to be executed by the claimant or the claimant's legal representative (see Attachment B). The Trust shall include in the claim file any materials or information it believes supports its valuation and/or disallowance of the claim and any other information that it intends to rely on in the arbitration.

Within thirty (30) days of receipt of the claim file, the claimant may submit to the Trust additional information to be included in the claim file. If the claimant chooses to submit additional information for the claim file, the Trust will have a right within 30 days thereafter to submit additional information in rebuttal to the new information the claimant provided. The claimant may then submit rebuttal information for the claim file within 10 days of receipt of the Trust's additional information, the Trust may submit further rebuttal information within 10 days of receipt of the claimant's rebuttal information, and so on and so forth. When the party with the opportunity to submit rebuttal information declines to further supplement the claim file within the applicable deadline, then the claimant shall provide to the ADR Administrator a signed copy of the Certificate of Completeness. The ADR process will not proceed until the ADR Administrator has received the signed Certificate of Completeness. The Certificate of Completeness shall verify that all information to be considered in the arbitration has been provided to the Trust.

Within three (3) business days of receipt of the Certificate of Completeness, the ADR Administrator shall provide a copy of the Certificate of Completeness to the Trust. If the claimant did not submit to the Trust additional information to be included in the claim file, then within five (5) business days after it receives the Certificate of Completeness, the Trust shall execute and send to the ADR Administrator a Certificate of Accuracy (see Attachment C) and a copy of the claim file. If the claimant did submit to the Trust additional information to be included in the claim file, then within forty-five (45) days after it receives the Certificate of Completeness, the Trust shall either (a) execute and send to the ADR Administrator a Certificate of Accuracy (see Attachment C) and a copy of

the claim file (as supplemented) or (b) make a new Individual Review offer to the claimant instead of proceeding to ADR.

## **II. PROCEDURES GOVERNING NON-BINDING AND BINDING ARBITRATION**

### **A. Election by the Claimant**

Under these ADR procedures, the claimant will have elected binding or non-binding arbitration at the time of the submission of the Demand for ADR.

### **B. Panel of Arbitrators**

A panel of arbitrators shall be named by the ADR Administrator and may be supplemented by the Trust with the consent of the Trust Advisory Committee (“TAC”), and the NARCO Asbestos Future Claimants Representative (“FCR”). The ADR Administrator shall maintain and keep the rotating list of arbitrators by region. Arbitrator assignments shall be made on a rotating basis from arbitrators located in the region of the Claimant’s Jurisdiction.

### **C. Selection of the Arbitrator**

1. No more than fifteen (15) days after receipt of the signed Certificate of Accuracy, the ADR Administrator shall screen for conflicts and select three potential arbitrators from the panel of arbitrators kept by the ADR Administrator.

Within five (5) business days of selecting the potential arbitrators, the ADR Administrator shall notify the potential arbitrators of their potential selection and shall provide the parties with the names of the potential arbitrators. Within five (5) business days of receipt of the list of potential arbitrators, both the claimant and the Trust may select, and identify to the ADR Administrator, one potential arbitrator to be stricken from the list. Within three (3) business days of the earlier of (i) receipt of the claimant’s and the Trust’s strikes or (ii) the expiration of the five (5) business day period of striking arbitrators, the ADR Administrator shall appoint the arbitrator. If the claimant and the Trust each strike a different arbitrator, the remaining arbitrator will conduct the arbitration. If either the claimant or the Trust, or both, fails to exercise the right to strike an arbitrator from the list of potential arbitrators or strike the same arbitrator, the ADR Administrator shall appoint from those potential arbitrators remaining the arbitrator next in rotation on the panel.

2. Any appointed arbitrator shall execute and submit to the ADR Administrator a Conflicts Disclosure and Arbitrator’s Oath (see Attachment D). Upon objection of a party to the arbitrator’s continued service, the arbitrator shall determine whether to recuse himself or herself

from the arbitration. If either party disagrees with the recusal decision of the arbitrator, the party may petition the AAA for relief.

If a potential arbitrator is unable or unwilling to serve or recuses himself or herself or is removed by order of the AAA, then a replacement selection will be made by the ADR Administrator by following the same process set forth above.

**D. Limitations on Awards in Binding and Non-binding Arbitration**

In the case of a non-Extraordinary Claim involving Disease Level I or II, the arbitrator shall not return an award in excess of the Scheduled Value for that Disease Level as provided by Section 4.3(b)(3) of the TDP. In the case of a non-Extraordinary Claim involving Disease Levels III-VII, the arbitrator shall not return an award in excess of the Maximum Value for the appropriate Disease Level as provided by Section 4.3(b)(3) of the TDP, and for an Extraordinary Claim involving one of those Disease Levels, the arbitrator shall not return an award greater than the maximum extraordinary value for such a claim as provided by Section 4.4(a) of the TDP. See TDP, Section 4.10(d).

**E. Final Offer or “Baseball Style” Arbitration**

Subject to the limitations on the award amount as provided herein, all binding and non-binding arbitration shall be conducted in the “final offer” format also known as “baseball style” arbitration. If the issue in the arbitration is the liquidated value that should be assigned to an Individual Review claim, then the parties shall submit their arbitration offers in their pre-hearing statements, which shall also serve as each party’s demand for arbitration award. If the Trust found the claim invalid in Individual Review, the Trust’s arbitration offer may be \$0 or may be higher than \$0. The arbitrator must choose from one of these two arbitration offers in determining the amount of the arbitration award. In no event shall the arbitral award exceed the limits set forth in II.D above. If the claim proceeded directly from Expedited Review to arbitration, the award in arbitration shall be zero or Scheduled Value.

The arbitrator must apply the standards in the TDP and will be bound by any final, non-appealable orders of the Bankruptcy Court or other court of competent jurisdiction interpreting the TDP.

Unless otherwise specified by the TDP, the preponderance of the evidence shall be the applicable evidentiary standard for all arbitrations under the TDP and these ADR procedures.

The Trust and the claimant may also engage in settlement discussions throughout the arbitration process, and, at any time before the arbitrator has issued a decision, may settle any arbitration for an amount higher than the Trust’s arbitration offer.

Settlement discussions, including any offers made and/or discussed in the settlement process, shall not be disclosed to the arbitrator and shall not be used to alter the parties' arbitration offers.

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

Within twenty (20) days of the appointment of an arbitrator, each party shall submit to the opposing party and to the arbitrator a written statement containing a statement of the issues for arbitral decision and that party's positions and arguments. Each party may then submit a supplement to its position paper following the initial pre-hearing conference to respond to the opposing party's positions and arguments and to address issues raised at the initial pre-hearing conference. Supplements must be sent to the opposing party and to the arbitrator within ten (10) days after the date of the initial pre-hearing conference.

The ADR Administrator will send the claim file, the Certificate of Completeness and the Certificate of Accuracy to the arbitrator.

**G. Initial Pre-Hearing Conference, Scheduling Arbitration Hearing**

1. Within five (5) business days after the appointment of the arbitrator, the ADR Administrator shall contact the claimant, the arbitrator, and the Trust to schedule the initial pre-hearing conference. The initial pre-hearing conference shall be presided over by the arbitrator and held by telephone conference call within fifteen (15) days after the deadline for the submission of the parties' pre-hearing statements.
2. During the initial pre-hearing conference, the arbitrator shall schedule the date of the arbitration hearing, set time limits, determine the issues to be decided, and complete a Report of Pre-Hearing Conference and Scheduling Order (see Attachment E). If both the Trust and the claimant agree, oral arguments may be waived and the issues submitted for decision on the claim file and written statements. Unless the parties agree to waive oral arguments, the arbitration hearing shall be scheduled within thirty (30) days after the date of the initial pre-hearing conference, or as soon thereafter as the arbitrator can set the hearing. If proceeding with an arbitration hearing, at the claimant's election, the hearing may be conducted by telephone or video conference call or in person. The hearing shall take place in the city where the claimant resides or a mutually agreed upon location. Prior to or during the initial pre-hearing conference, the claimant will notify the Trust and the arbitrator whether the claimant will testify at the arbitration hearing. The arbitrator shall submit the completed Report of Pre-Hearing Conference and Scheduling Order to the ADR Administrator following the initial pre-hearing conference. Upon receipt,

the ADR Administrator will distribute copies of the Report of Pre-Hearing Conference and Scheduling Order to the parties.

3. During the initial pre-hearing conference, the arbitrator shall seek to achieve agreement between the parties on:
  - a. defining and narrowing the issues (through methods including but not limited to stipulation of facts);
  - b. any legal issues; and
  - c. any other matters that will expedite the arbitration proceedings.

If appropriate or if the parties do not agree on the issues, then the arbitrator must issue orders governing the process.

#### **H. No Discovery With Limited Exception**

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

#### **I. No Record of Proceedings**

Other than as provided in II.L.2, there will be no record or transcript of the proceedings.

#### **J. Postponement of Hearing**

The arbitrator may postpone any hearing upon the request and demonstration of good cause by a party or upon the arbitrator's own initiative, and shall also grant such postponement when the parties agree.

#### **K. Duration of Hearing**

The arbitrator shall complete the hearing within the time limits set at the initial pre-hearing conference. The arbitrator shall enforce the time limits.

## **L. Procedure at Arbitration Hearing**

### **1. Testimony**

The claimant may elect to testify at the hearing. Any such testimony shall be limited to the nature and extent of compensable damages, including physical injuries and exposure evidence. The claimant shall be subject to cross-examination. Any testimony by the claimant shall be under oath or affirmation administered by the arbitrator.

If testimony is presented at the hearing, the Trust may determine, in its sole discretion, that it is necessary to adjourn the arbitration hearing to enable the Trust to prepare for cross-examination or further testimony or submit rebuttal evidence, including testimony. If the Trust so determines that an adjournment is necessary, the hearing shall resume on a date selected by the arbitrator following consultation with the Trust and the claimant. Adjournments shall not be longer than one month, unless the Trust shows good cause for a longer adjournment.

### **2. Record of Hearing Date and Parties Participating**

At the opening of the arbitration hearing, the arbitrator shall make a written record of the time and date of the hearing, and the names of the parties and counsel participating in the hearing.

### **3. Arbitral Record and Admission of 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 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 claim file as certified by the Trust pursuant to I.B. above;
  - (ii) The Certificate of Completeness and the Certificate of Accuracy;
  - (iii) The TDP;
  - (iv) Testimony as permitted under these ADR Procedures;

- (v) To the extent the Trust commissions an independent medical evaluation or third-party medical review as provided under II.H above, any report or written opinion generated by the medical professional; and
  - (vi) Any additional deposition testimony taken by the claimant as permitted under II.H above, and provided to the Trust, prior to the initiation of arbitration.
- c. **IR Model:** The Trust's Individual Review Model shall not be produced or considered as evidence in any ADR proceeding.
  - d. **Written Statements and Oral Arguments:** In addition to the evidence, the arbitrator shall consider the arguments found in the written submissions and oral arguments of counsel. The written statements and the oral arguments shall be limited to the evidence contained and the issues raised in the claim file and at the initial pre-hearing conference. The oral arguments shall be subject to the time limits set by the arbitrator. If both the Trust and the claimant agree, oral arguments may be waived and the issues submitted for decision on the claim file and written statements.

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

After the parties have made their closing arguments, if any, the arbitrator shall declare the hearing closed. Post-hearing statements will be permitted only upon order of the arbitrator and shall be served on the arbitrator no later than ten (10) days after the hearing is closed.

#### **N. Arbitration Decision**

1. The arbitrator shall issue a decision no later than fifteen (15) days after the date of the close of the hearing or submission of post-hearing statements, whichever is later.
2. The decision shall decide the issue(s) submitted by the parties and state the amount of the award, if any, in a concise opinion. If the arbitration involves exposure issues, the arbitrator's opinion shall be a reasoned opinion. Otherwise, the parties may jointly stipulate whether the arbitrator's opinion should be reasoned. If the arbitration does not involve exposure issues and the parties do not jointly stipulate, the arbitrator shall decide whether to issue a reasoned opinion.
3. An arbitrator shall not be permitted to award punitive, exemplary, trebled or other like damages or attorneys' fees, and prejudgment and post-judgment interest and costs shall not be sought or allowed. The award shall dispose of all issues presented to the arbitrator. For binding and non-

binding arbitration involving the amount, if any, at which a claim value shall be fixed, the arbitrator must value the claim pursuant to II.E, above.

**O. Payment of Award**

The Trust will promptly send the claimant the appropriate release following a binding arbitration award or the acceptance of a non-binding arbitration award by the claimant and the Trust. The Trust will then pay the claim based upon the binding or, if accepted by both parties, the non-binding award in accordance with the TDP provisions in effect at the time of payment and the Trust's procedures.

**P. Acceptance or Rejection of Non-binding Award**

**1. Acceptance or Rejection of Non-binding Award**

A claimant in a non-binding arbitration proceeding that wishes to accept the award must notify the ADR Administrator within twenty (20) days after the date the non-binding award is issued by the arbitrator. (See Attachment F for a form of notice.) The ADR Administrator shall immediately notify the Trust.

Within seven (7) business days after the notification by the ADR Administrator of acceptance by the claimant, the Trust must either accept or reject the award.

If the claimant has accepted the award and the Trust accepts the award, the ADR Administrator will inform the parties and the Trust will send a release to the claimant for execution.

If the claimant fails to accept the award within twenty (20) days after the date the non-binding award is issued by the arbitrator, the award is deemed rejected.

If the Trust fails to accept the award within seven (7) business days after receipt of the claimant's notice of acceptance, the award is deemed rejected.

**2. Procedure Following Rejected Award**

If the non-binding award is rejected by the claimant or the Trust, the ADR Administrator will issue a notice of completion of arbitration following which the claimant may file a lawsuit as provided in Section 6.6 of the TDP. (See Attachment F)

### **III. GENERAL ADR PROCEDURES**

#### **A. No Aggregation of Claims**

These ADR procedures must be pursued by claimants on an individual basis. The claims of one or more claimants may not be aggregated for purposes of these ADR procedures and each individual claimant's ADR proceeding shall be treated for all purposes as a separate action. 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.

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

There shall be no ex parte communications with the arbitrator in any matter.

#### **C. Costs of ADR**

##### **1. ADR Expenses**

The Trust will pay the fees and reasonable out-of-pocket expenses of the arbitrator and the AAA. Claimants will pay their costs and attorney fees. To the extent the arbitrator's award is equal to or less than the amount initially offered to the claimant by the Trust, the amount to be paid to the claimant by the Trust shall be reduced by the costs incurred by the Trust in connection with the arbitration.

##### **2. No Filing Fee**

No filing fee is required of the claimant, unless the Trust with the consent of the TAC and the FCR decides that it would be in the best interests of the Trust and its beneficiaries to adopt such a fee.

#### **D. Waiver of Objection to Procedures Infraction**

Either party who continues with the non-binding or binding arbitration proceeding after knowing that any provision or requirement of the applicable procedures has not been complied with, and who fails to state a timely objection in writing to the arbitrator, shall be deemed to have waived the right to object. A timely objection by a claimant or the Trust must be stated in writing and sent to the other party and to the ADR Administrator with instructions to forward the objection to the arbitrator. Notwithstanding the above, the arbitrator shall never deem any provision of the TDP to be waived.

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

Each party to the ADR shall be deemed to have consented that any papers, notices, or processes necessary or proper for the initiation or continuation of ADR proceedings under these procedures 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; or
2. By facsimile or e-mail.

**F. Exclusion of Liability**

The ADR Administrator and arbitrator shall not be liable to any party for any act or omission in connection with any evaluation conducted under these procedures and shall not be subject to subpoena.

**G. Application of ADR Procedures**

These ADR procedures shall be deemed a part of, and incorporated by reference in, every duly executed ADR process under the TDP and shall be binding on all parties.

**H. Arbitrator Immunity**

Arbitrators who serve pursuant to these procedures shall have the same immunity as judges for their official acts and shall not be subject to subpoena.

**I. Jurisdiction**

Any dispute under these procedures shall be subject to the jurisdiction of the Bankruptcy Court.

**J. Statement of Confidentiality**

1. All ADR proceedings, submissions, and information relating to the proceedings will be confidential. Neither party shall disclose the information obtained during the proceedings or the valuation placed on the case by the arbitrator to anyone, or use such information or valuation in any further proceeding, except as provided herein, or as necessary to maintain the Trust's obligation to report to the Bankruptcy Court, to provide ongoing evaluation by the Trust, the TAC and the FCR, and to demonstrate the binding effect of the arbitration award. Any document prepared by a party, attorney or other participant in anticipation of the ADR is privileged and shall not be disclosed to any court or arbitrator or construed for any purpose as an admission against interest.

2. All ADR proceedings shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. However, the nature or amount of an award may be used for purposes of showing accord and satisfaction or res judicata.

**K. Amendments**

Except as otherwise ruled by the Bankruptcy Court, these procedures, as they may from time to time be amended by the Trustees, with the consent of the TAC and the FCR, will be binding on all parties in the form in which they are in force on the date the claimant signs the Demand for ADR.

**L. Time Limits**

The time limits included in these procedures are to be strictly enforced. Any time limit set forth herein may be extended by agreement of the parties or by the arbitrator for cause. In computing any time period specified in these ADR procedures, if the end of the period would end on a Saturday, Sunday, or legal holiday,<sup>1</sup> the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

Unless the deadlines have been extended by agreement or for cause, promptly after a claimant fails to comply with a deadline the ADR Administrator shall send the claimant written notice that the Demand for ADR is deemed withdrawn and that the final offer of the Trust as stated in the Notice of Completion of Individual Review shall be deemed a settlement of the claim.

- M.** Nothing contained herein waives or otherwise limits or affects any right of the Trust, the TAC and/or FCR under the TDP or Trust Agreement, including the right to challenge and/or seek relief from these ADR Procedures.

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<sup>1</sup> As used in these ADR procedures, “legal holiday” means (a) the day set aside by statute for observing New Year’s Day, Martin Luther King Jr.’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, or Christmas Day, and (b) any day declared a holiday by the President or Congress.

**ATTACHMENT A**  
**DEMAND FOR ADR**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |          |                                   |                                 |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|-----------------------------------|---------------------------------|----------|
| 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.                         |                                 |          |
| E-mail Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |          | E-mail Address:                   |                                 |          |
| Social Security No. (last four digits)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |          | Claim Number:                     |                                 |          |
| <p style="text-align: center;">The Claimant Elects (Check one):</p> <p style="text-align: center;"> <input type="checkbox"/> Binding Arbitration         <span style="margin-left: 200px;"><input type="checkbox"/> Non-binding Arbitration</span> </p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |          |                                   |                                 |          |
| <p>PLEASE TAKE NOTICE that, pursuant to Section 4.10(c) of the North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures (as may be amended from time to time, the "TDP"), "to the extent the arbitrator's award is equal to or less than the amount initially offered to the claimant by the Trust, the amount to be paid to the claimant by the Trust shall be reduced by the costs incurred by the Trust in connection with the arbitration." See TDP, Section 4.10(c).</p> <p>I, _____ (insert name) ("Claimant") who has filed a proof of claim with the Trust, hereby submit this Demand and Agreement for ADR to the Trust demanding arbitration of the claim, as provided by Section 4.10 of the TDP. I confirm that I have received a copy of the North American Refractories Company Asbestos Personal Injury Settlement Trust Alternative Dispute Resolution Procedures for NARCO Asbestos Trust Claims (the "ADR Procedures"), which are deemed a part of and incorporated into this Demand and Agreement for ADR. I understand that the ADR Procedures will govern the arbitration and agree to abide by the ADR Procedures. I further understand that if I select binding arbitration, I will waive my rights to litigate my claim in court, including the right to trial by jury, and I will be bound by the arbitration award.</p> <p>Respectfully submitted,</p> |       |          |                                   |                                 |          |
| Signed by Claimant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       | Date     |                                   | Signed by Attorney for Claimant |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |          |                                   | Date                            |          |
| <p>This Demand and Agreement for ADR may be mailed, faxed, or e-mailed to the ADR Administrator:</p> <p>ADR Administrator<br/>         Ambrica Clements<br/>         Manager of ADR Services<br/>         American Arbitration Association<br/>         2200 Century Parkway, Suite 300<br/>         Atlanta, GA 30345<br/>         FAX: 1-877-395-1388<br/>         E-Mail: AmbricaClements@adr.org</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |          |                                   |                                 |          |

**ATTACHMENT B**

**CERTIFICATE OF COMPLETENESS**

**CERTIFICATE OF COMPLETENESS**

I, \_\_\_\_\_, as the person [or legal representative of the person] who has filed a claim against the North American Refractories Company Asbestos Personal Injury Settlement Trust ("Trust"), certify:

Except for (a) any deposition pursuant to Section II.H. of the Trust's Alternative Dispute Resolution Procedures and (b) any testimony that may be presented at an arbitration hearing as provided under the Trust's Alternative Dispute Resolution Procedures, I have furnished to the Trust for inclusion in the claim file all information that I wish to be considered in the arbitration of claim number

\_\_\_\_\_.

I certify (or declare) that the foregoing is true and correct.

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

Date \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATE OF ACCURACY**

**CERTIFICATE OF ACCURACY**

I, \_\_\_\_\_, on behalf of the North American Refractories Company Asbestos Personal Injury Settlement Trust, certify:

Attached to this certification is, to the best of my knowledge, a true and accurate copy of the complete claim file for Claim No. \_\_\_\_\_, including all exhibits and documents submitted by the claimant in support thereof, except that the claimant's Social Security number has been redacted from the claim file documents.

\_\_\_\_\_  
North American Refractories Company Asbestos Personal Injury Settlement Trust counsel

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

**ATTACHMENT D**

**CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH**

## **CONFLICTS DISCLOSURE AND ARBITRATOR'S OATH**

**In the Matter of Arbitration Between \_\_\_\_\_ and the North American Refractories Company Asbestos Personal Injury Settlement Trust.**

To: \_\_\_\_\_  
Name of Arbitrator

It is important that the parties have complete confidence in the Arbitrator's impartiality. Therefore, please disclose any past or present relationship with the parties (including any of the Trustees of the Trust, the Trust's claims processor, TAC member law firms, and the FCR), their counsel, direct or indirect, whether financial, professional, social, or of any other kind. Also, please disclose whether you or anyone associated with your employer or firm represents or has ever represented any party in asbestos litigation. This is a continuing obligation throughout your service on this matter, and should any additional direct or indirect contact arise during the course of the arbitration, or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubts shall be resolved in favor of disclosure. If you are aware of direct or indirect contact with such individuals, please describe it below. Failure to make timely disclosure may forfeit your ability to collect compensation. The ADR Administrator for the North American Refractories Company Asbestos Personal Injury Settlement Trust (the "Trust") will send the disclosure to the parties.

You will not be able to serve until a duly executed Conflicts Disclosure and Arbitrator's Oath is received and on file with the ADR Administrator for the Trust. After conducting a check for conflicts, answer the following questions and complete the remainder of this form.

- |                                                                                                                                                                                                                                         | <u>Yes</u>               | <u>No</u>                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Have you had any professional or social relationship with counsel for any party in this proceeding, any Constituent, the Trust, the Trust's claims processor, or the firms for which they work?                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you had any professional or social relationship with any of the Trustees of the Trust, any Constituent, the Trust's claims processor, or any parties identified to date in this proceeding or the entities for which they work? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you had any professional or social relationship of which you are aware with any relative of any party to this proceeding, any relative of counsel for any party to this proceeding, identified to date in this proceeding?      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you, or has any member of your family or any close social or business associate, ever served as an arbitrator in a proceeding in which any of the parties gave testimony?                                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you, or has any member of your family or any close social or business associate, been involved in the last five years in a dispute involving the subject matter of this arbitration that you have been assigned?                | <input type="checkbox"/> | <input type="checkbox"/> |

- |     |                                                                                                                                     |                          |                          |
|-----|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 6.  | Have any of the party representatives, law firms, or parties appeared before you in any past arbitrations?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.  | Are you a member of any organization that is not listed on your biography that may be relevant to this arbitration?                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 8.  | Have you ever sued or been sued by either party or counsel for either party to this proceeding?                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 9.  | Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Have you, or has anyone associated with your employer or firm, ever represented any party in asbestos litigation?                   | <input type="checkbox"/> | <input type="checkbox"/> |

Should the answer to any question be "Yes," or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence, or create an appearance of partiality, please describe the nature of the potential conflict(s) on an attached page.

Please indicate one of the following:

- ☐ I have conducted a check for conflicts and have nothing to disclose.
- ☐ I have conducted a check for conflicts and have made disclosures on an attached sheet.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Arbitrator

## ARBITRATOR'S OATH

**In the Matter of Arbitration Between \_\_\_\_\_ and the North American Refractories Company Asbestos Personal Injury Settlement Trust.**

I attest that I have reviewed my biography, which the ADR Administrator for the North American Refractories Company Asbestos Personal Injury Settlement Trust provided to the parties in this case, and I confirm that it is current, accurate, and complete.

I attest that I have diligently conducted a conflicts check, including a thorough review of the information provided to me about this case to date, and that I have performed my obligations and duties to disclose in accordance with all applicable statutes pertaining to arbitrator disclosures, as well as the code of judicial conduct in force in the jurisdiction in which the arbitration is to take place.

I understand that my obligation to check for conflicts and make disclosures is ongoing for the length of my service as an arbitrator in this matter, and that failing to make appropriate and timely disclosures may result in my removal as arbitrator from the case.

I hereby accept this appointment, and will faithfully and fairly hear and decide the matters in controversy between the parties in accordance with their arbitration agreement, and will make an award according to the best of my understanding.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**ATTACHMENT E**

**REPORT OF PRE-HEARING CONFERENCE  
AND SCHEDULING ORDER**

## **REPORT OF PRE-HEARING CONFERENCE AND SCHEDULING ORDER**

A preliminary hearing was held on\_\_\_\_\_, 20\_\_\_, before Arbitrator\_\_\_\_\_.

Appearing at the hearing were \_\_\_\_\_

\_\_\_\_\_.

By agreement of the parties and order of the Arbitrator, the following is now in effect:

1. Arbitration of this matter will commence before the undersigned Arbitrator on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_. The arbitration shall be conducted \_\_\_\_\_ [by telephone conference call/ video conference call/ in person].
2. The claimant shall have hours for the presentation of his or her case. The North American Refractories Company Asbestos Personal Injury Settlement Trust (the "Trust") shall have hours for the presentation of its case.
3. If permitted by the Arbitrator, post-arbitration hearing statements shall be served on the Arbitrator by \_\_\_\_\_, 20 .
4. The Arbitrator shall issue a written decision no later than fifteen (15) days after the date of the close of the arbitration hearing or submission of post-arbitration hearing statements, whichever is later.
5. This arbitration will be conducted pursuant to the Alternative Dispute Resolution Procedures of the Trust, which are incorporated herein by reference.
6. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

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

\_\_\_\_\_  
Arbitrator's signature

**ATTACHMENT F**

**NOTICE OF ACCEPTANCE/ REJECTION OF ARBITRAL AWARD**

**NOTICE OF COMPLETION OF ARBITRATION PROCESS**

**NORTH AMERICAN REFRACTORIES COMPANY  
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST  
Alternative Dispute Resolution Procedures**

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**NOTICE OF ACCEPTANCE / REJECTION OF ARBITRAL AWARD**

To: [\_\_\_\_], ADR Administrator

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

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

\_\_\_\_\_ [Social Security number (last four digits) or NARCO claim file number],

claimant, hereby

☐ accepts

☐ rejects

the non-binding arbitral award of \$\_\_\_\_\_ for the claim filed by the claimant. The claimant requests that the North American Refractories Company Asbestos Personal Injury Settlement Trust (the "Trust") record this acceptance / rejection in the claim file. If the claimant and the Trust both accept the award, the claimant understands that the liquidated claim will be placed in the Trust's FIFO Payment Queue as of the date of receipt of an executed release from the claimant.

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

The Trust hereby

☐ accepts

☐ rejects

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

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

The Notice of Acceptance/ Rejection of Arbitral Award may be mailed, faxed, or e-mailed to the ADR Administrator:

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

**NORTH AMERICAN REFRACTORIES COMPANY  
ASBESTOS PERSONAL INJURY SETTLEMENT TRUST  
Alternative Dispute Resolution Procedures**

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**NOTICE OF COMPLETION OF ARBITRATION PROCESS**

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

Re: \_\_\_\_\_[Claimant's name]

\_\_\_\_\_ [Social Security number (last four digits) or NARCO claim  
file number]

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

Please be advised that the North American Refractories Company Asbestos Personal Injury Settlement Trust confirms that arbitration pursuant to Section 4.10 of the North American Refractories Company Asbestos Personal Injury Settlement Trust Distribution Procedures (as may be amended from time to time, the "TDP") has been completed without a settlement of the above referenced claim. See Section 6.6 of the TDP regarding commencement of litigation.

/s/  
ADR Administrator