

FULLER-AUSTIN ASBESTOS SETTLEMENT TRUST
ADR POLICY AND PROCEDURES
(Revised July 21, 2015)

A. Requests for Arbitration

1. A written request designating binding or non-binding arbitration must be received timely from Counsel or Representative for Claimant after completion of the informal mediation process.
2. Fuller-Austin Asbestos Settlement Trust ("FAST") retains the right to consolidate claims from the same law firm with the same issue of Trust policy. (Example: Exposure required at only approved job sites.)
3. FAST retains the right to consolidate claims from the same law firm alleging errors of judgment. (Example: Wording of a medical diagnosis)
4. Upon request for binding or non-binding arbitration, BI Claims analyst will have 10 days to review the claim and prepare a written explanation of the claim issues for FAST's counsel. A copy of the FAST claim is also sent to FAST's counsel.
5. FAST sends Claimant a randomly selected list of ten (10) arbitrators within 5 days of receipt of request for arbitration. Claimant chooses 5 of the 10 arbitrators and returns his/her choice of 5 to FAST within 15 days of the date that the list was sent.
6. FAST selects an arbitrator while taking into account the goal of distribution of arbitrations and rotation of arbitrators on the panel.
7. FAST sends all parties a designation of arbitrator letter within 10 days of receipt of Claimant's choices.

B. Briefs

1. Claimant and FAST's briefs will be due 30 days from the receipt of the designation of arbitrator letter and shall be submitted to the designated arbitrator with a copy to opposing counsel, FAST and FAST's counsel.
2. All briefs are limited to 10 written pages excluding exhibits.
3. No rebuttal briefs will be allowed.
4. No extensions for submission of briefs will be allowed.

C. Arbitrator Awards

1. The Arbitrator's award will be the final process for Claimants choosing binding arbitration as they will be deemed to have irrevocably waived any right to a jury trial as set out in the CRP. Only claimants who opt for non-binding arbitration and then reject their arbitration award retain the right to a jury trial.
2. The arbitrator's award shall be limited and payable as provided in the CRP.

D. Costs of Arbitration

1. Claimant and FAST will be advised of the hourly rate charged by the Arbitrator in the Designation of Arbitrator letter.
2. FAST will be responsible for the costs of the arbitration, as detailed above, if the arbitrator rules in the Claimant's favor. Conversely, upon receipt of an award in FAST's favor, the Trust will invoice the Claimant for the Arbitrator's fees and expenses.
3. Pro Se Claimants must post a One Thousand Two Hundred Dollars (\$1,200) deposit with FAST at the time the written request is made for binding or non-binding arbitration. If the Pro Se Claimant prevails, the deposit will be refunded. If FAST prevails, the Pro Se Claimant will receive an accounting for costs incurred and either a refund or invoice for the shortfall, as applicable.