

## NGC BODILY INJURY TRUST

### ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

These Alternative Dispute Resolution Procedures (“ADR Procedures”) are available to resolve Asbestos Claims that, under the Claims Resolution Procedures (“CRP”) of the NGC Bodily Injury Trust (the “Trust”), are eligible for alternative dispute resolution (“ADR”).

Unless defined in these ADR Procedures, capitalized terms have their respective meanings specified in the Third Amended Plan of Reorganization of Asbestos Claims Management Corporation or the CRP.

#### SUMMARY OF ADR PROCEDURES

##### 1. Eligible ADR Claimant: Available ADR Procedures.

(A) Eligibility. A Claimant who files an Expedited Review Claim (“ERC”) for Non-Malignant III asbestos disease or an Individual Review Claim (“IRC”) is an Eligible ADR Claimant who may contest a Notice of Determination-Allowance (“NOD-A”) or a Notice of Determination-Disallowance (“NOD-D”) by following these ADR Procedures.

(B) Mandatory Final Facility Review. An Eligible ADR Claimant must first complete the Final Facility Review stage of these ADR Procedures.

(C) Final Facility Review Only. Final Facility Review is the only procedure available under these ADR Procedures to an ERC Claimant who files a Non-Malignant III claim.

(D) Arbitration. An IRC Claimant, within sixty (60) days of receipt of the Notice of Final Facility Review Decision, may elect arbitration before an arbitrator who is a member of the Panel of Arbitrators and whose award will be binding or non-binding on both the IRC Claimant and the Trust, at the IRC Claimant’s election.

2. Not an Eligible ADR Claimant. An ERC Claimant, other than one who filed a Non-Malignant III claim, is not eligible to commence a proceeding under these ADR Procedures in order to contest a NOD-A or NOD-D, but may refile the claim as an IRC prior to expiration of the applicable statute of limitations as extended by the tolling provisions of section 2.1(c)(i) of the CRP.

##### 3. Commencement of ADR.

(A) After an NOD-A or NOD-D Is Issued. An Eligible ADR Claimant may commence a proceeding under these ADR Procedures only after the Trust issues either a NOD-A or NOD-D.

(B) Deadline to Commence ADR Procedures. The deadline for an Eligible ADR Claimant to commence the ADR process is one hundred eighty (180) days after the date the Trust provides the Notice of Determination (“NOD”) to the Claimant.

(C) Election to Commence ADR. An Eligible ADR Claimant commences the ADR process by filing with the Trust an “Election to Commence ADR,” before the end of the 180-day filing period. A signature-ready “Election to Commence ADR” is part of the NOD.

4. Arbitration. An IRC Claimant, within sixty (60) days of receipt of the Notice of Final Facility Review Decision, may elect arbitration before an arbitrator who is a member of the Panel of Arbitrators and whose award will be binding or non-binding on both the Trust and the IRC Claimant, as elected by the IRC Claimant on the Election to Arbitrate.

5. Access to the Tort System. An IRC Claimant may, under section 3.6 of the CRP, commence a lawsuit against the Trust in the Applicable Appellate Jurisdiction only if the Claimant has complied with the requirements of these ADR Procedures and the CRP, elected and completed non-binding arbitration, but rejected the arbitrator's non-binding determination.

6. Adjudication Coordinator. Renda Evans an employee of Trust Services, Inc., is the Adjudication Coordinator who will administer these ADR Procedures at the cost of the Trust.

## **ADR PROCEDURES**

### **Section 1. Commencement of ADR Process.**

1.1 Eligible ADR Claimant. A Claimant who files an IRC, or an ERC for Non-Malignant III asbestosis disease, is an Eligible ADR Claimant who may contest a NOD-A or a NOD-D by following these ADR Procedures.

1.2 Issuance of NOD Prerequisite to Commencement of ADR Process. An Eligible ADR Claimant to whom an NOD-A or NOD-D has been issued may commence the ADR process.

1.3 Election to Commence ADR: Deadline for Filing. An Eligible ADR Claimant commences the ADR process by filing with the Trust an "Election to Commence ADR" within one hundred eighty (180) days after the date the Trust provides the NOD to the Claimant. A signature-ready "Election to Commence ADR" is part of the NOD. If an Eligible ADR Claimant fails to file the Election to Commence ADR with the Trust within the 180-day filing period, the NOD becomes final, and the Claimant is no longer eligible to proceed to arbitration or to commence a lawsuit against the Trust with respect to the claim.

1.4 Election to Commence ADR: Only Initiates Final Facility Review. The timely filing of an Election to Commence ADR initiates only the first stage under these ADR Procedures of Final Facility Review. An IRC Claimant who wishes to pursue arbitration after Final Facility Review is completed must separately elect arbitration within the time permitted under these ADR Procedures.

### **Section 2. Final Facility Review.**

2.1 Final Administrative Review by ADR Analyst. Within ten days of the Trust's receipt of an Election to Commence ADR, a Claims analyst who has not previously reviewed the claim, but is designated by the Trust as an ADR analyst, shall re-review the claim and, no later than thirty (30) days after receipt by the Trust of the Election to Commence ADR, shall either issue a new NOD-A or place the claim on the list of Claims awaiting scheduling of a telephonic Final Facility Review conference.

2.2 Deadline for Claimant Submissions. A Claimant may submit a position paper or documents and other evidence to the Trust until the completion of the Final Facility Review process. Any documents and other evidence submitted by the Claimant before the end of the Final Facility Review process constitute the "Claimant Record".

2.3 Notice of Final Facility Review Conference. The Trust, not less than ten (10) days before the date of the Final Facility Review conference, shall provide notice to the Claimant of the

date and time of the telephonic conference and, if necessary, make every effort to set a new date and time when requested to do so by counsel for the Claimant.

2.4 Telephonic Final Facility Review Conference. The Executive Director of the Trust, or a designee, shall convene the telephonic Final Facility Review conference. The Claimant may participate in the telephonic Final Facility Review conference.

2.5 Result of Final Facility Review Conference. The Trust shall issue to the Claimant either a new NOD-A that is more favorable to the claimant or, if the status or the Allowed Liquidated Value (the “ALV”) of the claim is not changed, a Notice of Final Facility Review Decision:

(i) within ten (10) days of completion of the Final Facility Review conference, if a Claimant does not submit additional documents or other evidence after the filing of the Election to Commence ADR; or

(ii) within thirty (30) days of completion of the Final Facility Review conference, if a Claimant submits additional documents or other evidence after the filing of the Election to Commence ADR.

2.6 New NOD-A. The ADR process relating to the original NOD is completed if a new NOD-A is issued at the conclusion of either the final administrative review under §2.1 or a Final Facility Review conference under §2.3. A Claimant who receives a new NOD-A may initiate the ADR process with respect to the new NOD-A by commencing another ADR proceeding within the time and in the manner provided in §1.3 of these ADR Procedures

### Comment

*The Final Facility Review stage of these ADR Procedures is designed to provide a fast and efficient process for a Claimant to advocate first to a Claims analyst “who has not previously reviewed the claim” and then to Executive Director of the Trust, or a designee, the reasons why the original NOD-A or NOD-D issued by the Trust is in error. Three different people at the Trust will evaluate the claim. The purpose of the process is to insure that the Claims that should be resolved without arbitration will be resolved without arbitration.*

## **Section 3. Arbitration**

3.1 Election to Arbitrate: Deadline for Filing. An IRC Claimant who has participated in Final Facility Review and received a Notice of Final Facility Review Decision may elect arbitration by filing an Election to Arbitrate with the Trust no later than sixty (60) days after receipt of the Notice of Final Facility Review Decision. The Claimant shall also provide a copy of the election to the Adjudication Coordinator. If a Claimant fails to timely file an Election to Arbitrate, the ADR process terminates.

3.2 Claimant to Elect Binding or Non-Binding Arbitration. An IRC Claimant may elect either binding or non-binding arbitration. The arbitrator’s determination will be applied equally to both the Trust and Claimant. The arbitrator’s determination, upon election of the Claimant, is binding on both the Trust and Claimant or non-binding to either party. The election must be made on the form of Election to Arbitrate by selecting the applicable box. If an Election to Arbitrate is filed with the Trust that does not specify binding or non-binding arbitration, the arbitration will be binding.

### Comment

*Under these ADR Procedures, arbitration will be binding or non-binding equally on the Claimant and on the Trust, at the Claimants' election.*

#### 3.3 Arbitration Record.

(A) Trust's Duty. On receipt of an Election to Arbitrate, the Trust shall determine whether in evaluating the IRC the Trust considered documents or other evidence that were not submitted by the Claimant. Any such documents or other evidence identified by the Trust shall constitute the "Facility Disclosure Record."

(B) Record(s) to the Claimant. Within thirty (30) days after receipt of the Election to Arbitrate, the Trust shall provide to the IRC Claimant and the Adjudication Coordinator a copy of (i) the Claimant Record and (ii) the Facility Disclosure Record, if any.

(C) Claimant's Supplemental Submission.

1. Supplemental Submission. Within sixty (60) days after the filing of the Election to Arbitrate, a Claimant may provide a Supplemental Submission of additional documents and other evidence to the Trust. The Claimant shall also provide a copy of the Supplemental Submission to the Adjudication Coordinator.

2. Trust Re-evaluation and Supplemental Submission. The Trust may re-evaluate the claim based on Claimant's Supplemental Submission. The Trust may also submit a Supplemental Submission within twenty (20) days after Claimant's Supplemental Submission is received. The Trust shall provide a copy of its Supplemental Submission to Claimant and to the Adjudication Coordinator.

(D) The Arbitration Record. The "Arbitration Record" is (i) the Claimant Record and, if applicable, (ii) the Facility Disclosure Record, (iii) the Supplemental Submissions of Claimants and the Trust, if any, and (iv) Trust documents related to bankruptcy, reorganization, and Trust documents kept in the ordinary course of business, *e.g.* Claims Resolution Procedures, Trust Agreement, Plan of Reorganization, Confirmation Order and ADR Procedures.

(E) Distribution of the Arbitration Record. The Adjudication Coordinator shall provide the Arbitration Record to the arbitrator and provide notice to the Trust and Claimant that the Arbitration Record has been provided to the Arbitrator no later than:

(i) within forty five (45) days of the filing of the Election to Arbitrate, or as soon thereafter as the arbitrator is selected, if there is no Facility Disclosure Record; or

(ii) within seventy (70) days after receipt of the Election to Arbitrate if the Trust provided a Facility Disclosure Record to the Claimant; or

(iii) within twenty (20) days after receipt of the Supplemental Submissions of both Claimant and the Trust, if any.

(F) No Discovery. The arbitration process is to resolve differences between the Trust and the Claimant based solely on the Arbitration Record. No discovery of any kind is

available to either the Trust or the Claimant. While the Claimant may challenge in the arbitration the ALV assigned to a claim, the Claimant has no right to obtain through discovery or otherwise the weights assigned to various factors in the Trust's Valuation Guidelines.

### **Comment**

*Subsections (A) & (B) are included because in a small number of cases a Claims analyst in evaluating a claim considers documents or other evidence that were not provided by the Claimant. For example, the Trust may have researched issues relating to a specific work site. It is standard Trust practice to discuss information of this nature with the Claimant during the claim review process. To make sure no Claimant is disadvantaged by a failure to disclose the material in the claim review process, subsection (A) & (B) impose a duty on the Trust to identify and disclose such information and subsections (C)-(E) provide the Claimant and the Trust a reasonable opportunity to supplement the record to establish the Arbitration Record before the arbitration briefs are due.*

*The Claimant and the Trust, in presenting their respective arguments, may only rely on the Arbitration Record. See Section 3.7(D) and (E).*

3.4 Panel of Arbitrators. The Trust shall establish a panel of qualified arbitrators to serve as members of the Panel of Arbitrators. In the event of a vacancy on the Panel of Arbitrators, the Trust shall select a replacement qualified arbitrator following consultation with the Trust Advisory Committee.

### 3.5 Selection of Arbitrator.

(A) Potential Arbitrators. The Adjudication Coordinator, within fifteen (15) days after the date the Adjudication Coordinator receives the Claimant's Election to Arbitrate, shall assign three members of the Panel of Arbitrators, on a rotating basis, as potential arbitrators.

(B) Availability. The Adjudication Coordinator shall promptly notify the three arbitrators of their assignment as potential arbitrators. If a potential arbitrator is unable or unwilling to serve, then the Adjudication Coordinator shall assign a replacement, on a rotating basis, who is available to serve.

(C) Notice of Potential Arbitrators. The Adjudication Coordinator shall promptly provide the Trust and the Claimant with a list of the three potential arbitrators who are available to serve.

(D) Selection by Claimant. The Claimant, within seven (7) days of receipt of the list of potential arbitrators, shall provide to the Adjudication Coordinator the name of one potential arbitrator to be stricken from the list. The Adjudication Coordinator shall then promptly notify the Trust of the name of the potential arbitrator who has been stricken from the list. If the Claimant fails to timely exercise the right to strike a potential arbitrator, the Trust shall select the arbitrator to conduct the arbitration.

(E) Selection by Trust. If the Claimant timely exercises the right to strike a potential arbitrator from the list, the Trust, within seven (7) days of the receipt of the notification of the potential arbitrator stricken from the list by the Claimant, shall provide to the Adjudication Coordinator the name of a second potential arbitrator to be stricken from the list. If the Claimant and the Trust each timely strike a potential arbitrator from the list, the remaining arbitrator shall conduct the arbitration. The Adjudication Coordinator shall promptly notify (i) the remaining arbitrator of his or her selection as the arbitrator and (ii) the Trust and the Claimant of the name of the arbitrator.

(F) Information Provided to Arbitrator. The Adjudication Coordinator shall provide the arbitrator with (i) a copy of the Election to Arbitrate and (ii) the Arbitration Record, as defined in 3.3(D) above and give written notice to each of the Trust and the Claimant of the distribution of the Arbitration Record to the arbitrator.

(G) Ex Parte Communication Prohibited. There shall be no *ex parte* communication between the arbitrator and the Trust or the Claimant, or any representative of the Trust or the Claimant. Communication by, with, or to the arbitrator shall be permitted solely through the arbitration board (e.g. AAA) and only as set forth in these ADR Procedures.

3.6 Disqualification of a Selected Arbitrator. An appointed arbitrator who is selected to arbitrate a claim must disclose to the Adjudication Coordinator any circumstances likely to affect impartiality, including any bias, financial, or personal interest in the result of the arbitration or any past or present relationship with the Trust or the Claimant or their representatives. Upon receipt of such information from the arbitrator or another source, the Adjudication Coordinator shall communicate the information to the Trust and Claimant and, if the Adjudication Coordinator determines it is necessary, to the arbitrator and others. If either the Trust or the Claimant objects to the arbitrator continuing to serve, the Adjudication Coordinator shall determine whether the arbitrator should be disqualified and shall inform the parties of the decision. The decision of the Adjudication Coordinator is final. If the arbitrator is disqualified, the Adjudication Coordinator shall restart the arbitrator selection process.

### 3.7 Submission of Briefs.

#### (A) Deadline for Submission.

1. Initial Brief. The Trust and the Claimant, no later than thirty (30) days after the Adjudication Coordinator provides notice of the distribution of the Arbitration Record to the arbitrator, shall submit to the opposing party and the arbitrator a brief that contains that party's positions and arguments.

2. Supplemental Brief. The Trust and the Claimant, no later than fifty (50) days after the Adjudication Coordinator provides notice of the distribution of the Arbitration Record to the arbitrator, may submit to the opposing party and the arbitrator a supplemental brief.

(B) Failure to Submit Initial Brief on Time. If a Claimant fails to submit the initial arbitration brief before the deadline, the ADR process terminates and the Claimant may not proceed to litigation. If the Trust fails to submit the initial arbitration brief before the deadline, the arbitrator shall consider only the brief of the Claimant and the Arbitration Record.

(C) Length of Arbitration Briefs. Initial arbitration briefs shall not exceed ten (10) double-spaced typewritten pages exclusive of any attachments. Supplemental arbitration briefs shall not exceed five (5) double-spaced typewritten pages exclusive of any attachments.

(D) Accompanying Documents. An arbitration brief may cite or be accompanied by copies of material in the Arbitration Record.

(E) Permitted Reliance on Facts. An arbitration brief must not rely on facts or be accompanied by factual materials that are not part of the Arbitration Record. Facts and factual materials that are not part of the Arbitration Record shall not be considered by the arbitrator.

#### Comment

*Subsection (B) provides that if the Trust neglects to file a brief, the arbitration goes forward based solely on the Claimant's brief and the Arbitration Record.*

3.8 Ruling on Briefs and Submitted Evidence. The arbitrator shall base the decision solely on the briefs submitted by the Claimant and the Trust, any materials that properly accompany the briefs, and by the parties' testimony as per Section 3.9 .

3.9 Pre-Decision Conference Call with Arbitrator. On the arbitrator's own initiative after all briefs have been submitted, but prior to rendering a decision, the arbitrator may convene a conference call with both the Claimant and the Trust for any points of clarification on the briefs, to receive testimony from the Claimant and Trust, or both, as determined solely by the arbitrator, not by the parties. If the conference call is required by the arbitrator for the reasons set forth above, the conference call shall not exceed one hour. The pre-decision conference call is not intended to be a forum for oral arguments for any party. The pre-decision conference call must be made no later than thirty (30) days after the submission of the final brief.

**Comment**

*The arbitration will be completed based exclusively on the briefs and the Arbitration Record. However, this section ensures that if the arbitrator has points of clarification, the arbitrator (not the parties) may order a Pre-Decision Conference to provide the arbitrator the opportunity to ask questions to aid in rendering the award. The Claimant's or Trust's testimony may also be taken as part of the Pre-Decision Conference, but only if required by the arbitrator. Neither the Claimant nor the Trust may request a Pre-Decision Conference.*

3.10 Calculation or Recalculation of ALV.

(A) Trust May Submit. If the IRC was previously disallowed by the Trust, the Trust may provide the arbitrator with the calculation of the ALV under the Trust's Valuation Guidelines as directed by the arbitrator.

(B) Arbitrator's Discretion. The arbitrator may at any time direct the Trust to provide the arbitrator with the calculation or recalculation of the ALV using assumptions relevant to valuation factors in the Trust's Valuation Guidelines.

(C) ALV Calculations Advisory Only. ALV calculations provided under section 3.10 (A) and (B) are advisory and not binding on the arbitrator. However, the arbitrator cannot award more than the maximum ALV allowed for the applicable disease category consistent with the CRP.

**Comment**

*Subdivision (B) is designed primarily for the case in which there is a dispute over a fact that is relevant to one of the valuation factors utilized by the Trust. If the arbitrator decides that the factual dispute should be resolved in the Claimant's favor, the arbitrator may direct the Trust to calculate an ALV based on the arbitrator's factual finding.*

*The factors in the Trust's Valuation Guidelines are: age, number of dependents, percentage of exposure to NG asbestos-containing products, state of pending asbestos litigation by Claimant, residence or exposure event, unreimbursed medical expenses more than \$100,000 and economic loss of more than \$200,000, occupation, industry and smoking history.*

3.11 Arbitration Decision. The arbitrator shall issue a decision and provide a copy to the Trust and the Claimant no later than the later of thirty (30) days the after the submission of the final brief or the date the arbitrator concludes a pre-decision conference call. The decision shall not state reasons for the award. An arbitrator may not award punitive, exemplary, trebled or other like damages or attorneys' fees. Pre-judgment and post-judgment interest and costs shall not be sought nor allowed. The award shall dispose of all monetary Claims presented to the arbitrator and may not exceed the Maximum Value for the allowed disease.

3.12 Issuance of Notice of Determination – Allowance. If the arbitration is binding and the arbitrator determines that the claim is allowable and awards an ALV, the Trust shall immediately issue a NOD-A to the Claimant, which includes a release, reflecting the Arbitration Decision as defined in §3.11.

3.13 Payment of Award. Upon receipt of the executed release, the Trust shall pay to the Claimant the then current Payment Percentage of the ALV determined by the arbitrator's award.

3.14 Rejection of an Award. If the arbitration is non-binding, and the Claimant does not accept the arbitrator's award, the Claimant must file a Rejection of Arbitrator's Award with the Trust within thirty (30) days from the date the decision is issued. If no election is received by the Trust within that period, the Claimant is deemed to have accepted the non-binding decision of the arbitrator and may not proceed to the tort system unless the trust rejects the non-binding award. To reject a non-binding award, the Trust must give written notice of rejection of the award to the Claimant within forty (40) days from the date the decision is announced.

3.15 Certification of Right to Proceed in the Tort System. On the request of a Claimant who has rejected an arbitrator's non-binding award, the Trust shall promptly issue a Certification of Right to Proceed in the Tort System. The statute of limitations for the claim shall cease to be tolled in accordance with the provisions of the CRP.

#### **Section 4. General Provisions.**

4.1 Subject of ADR Proceeding. The claim or Claims of only one Claimant may be the subject of an ADR proceeding, unless multiple Claimants are joined in one ADR proceeding as provided in section 4.4.

4.2 Claims and Defenses. All available Claims and defenses which exist under the law, subject to the Claimant's election under the CRP, are available to both sides.

4.3 All Claims of an Individual Claimant Must Be Asserted. A Claimant must assert all of the Claims that the Claimant may have or represent in one ADR proceeding. If multiple Claims are asserted by a Claimant, those Claims constitute one ADR proceeding. A Claimant with multiple Claims may settle or terminate the ADR process as to one or more Claims at any time.

4.4 Permissive Joinder of Claims of Multiple Claimants. The Trust, in its sole discretion, may offer to Claimants the opportunity to participate in a multi-Claimant ADR proceeding, provided that if there is arbitration, the arbitrator must individually allow or disallow each claim, and value each claim in accordance with the valuation factors set forth in sections 3.2 and 3.3 of the CRP.

#### 4.5 Costs of ADR.

(A) ADR Expenses. The Trust shall pay the arbitrator's fee for the arbitration as well as the arbitrator's conference call and other costs. A claimant pays the claimant's own costs and attorney fees.

(B) Filing Fee. The Trust may not impose a filing fee on a Claimant for the ADR process, unless the Trust determines that it is in the best interest of the Trust and its beneficiaries to adopt a fee schedule and the TAC and the Legal Representative consent to adoption of the fee schedule.



4.6 Waiver of Objection to Rules Infraction. A party who knows that any rule applicable to an ADR procedure has not been complied with, but does not make a timely written objection, waives the right to object. A Claimant must provide the written objection to the Trust and the Adjudication Coordinator. The Trust must provide the written objection to the Claimant and the Adjudication Coordinator. If arbitration has been assigned to an arbitrator, the Adjudication Coordinator shall promptly forward any objection to the arbitrator.

4.7 Filing, Providing, or Serving Elections and Other Documents: Consent.

(A) Filing, Providing, or Serving an Election or Other Document. Any of the Trust, the Claimant, the Adjudication Coordinator or the arbitrator may file, provide, or serve an election, notice or other document as permitted or required under these ADR Procedures in any of the ways listed in subsection (B).

(B) Methods and Consent. Documents may be filed, provided to, or served on the Trust, the Claimant, the Adjudication Coordinator or the arbitrator in any of the following ways:

(i) By regular U.S. mail service, U.S. Postal Service Priority Mail Express or Federal Express, UPS, or other recognized overnight delivery service addressed to such party or their attorneys at their last known address;

(ii) By facsimile transmission, if a copy of the transmitted papers is mailed, addressed to the party or their attorney at their last known address within twenty-four (24) hours of the facsimile transmission;

(iii) By e-mail transmission addressed as follows:

if to the Trust: [ngcadr@trustservices.org](mailto:ngcadr@trustservices.org);

if to the Adjudicator Coordinator: [revans@trustservices.org](mailto:revans@trustservices.org);

if to the Claimant: at the e-mail address provided in the most recent election form required under these ADR Procedures; or

(iv) By personal delivery, within or without the State of Texas, whether the party is within or without the United States of America.

(C) Effective Date and Date of Receipt. An election or notice is effective and documents are deemed filed, provided, served, or received at the following times:

(i) Regular U.S. Mail-- three business days after the date of postmark;

(ii) U.S. Postal Service Priority Mail Express, Federal Express, UPS, or other recognized overnight delivery service—on the day for which delivery is guaranteed; and

(iii) Facsimile and electronic mail -- the day of transmission.

**Comment**

*This section allows a Claimant the maximum flexibility when deciding how to file an election or provide another document to the Trust. The ADR process will be conducted as a matter of course using e-mail. E-mail is effective on the day sent, including e-mails containing links to document files or services.*

4.8 Exclusion of Liability. Neither the Adjudication Coordinator nor the arbitrator, as the case may be, shall be liable to any party for any act or omission in performing the duties and function assigned to them under these ADR Procedures.

4.9 ADR Procedures Binding on Trust and Claimant. These ADR Procedures are a part of, and incorporated by reference in, every duly executed ADR election and shall be binding on Claimants, the Trust and, as the case may be, arbitrators.

4.10 Immunity of Arbitrator. An arbitrator who serves pursuant to these ADR Procedures shall have the same judicial immunity in the matters assigned as a judge for a judge's official acts.

4.11 Jurisdiction. Any dispute under these ADR Procedures shall be subject to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Texas – Dallas Division.

4.12 Statement of Confidentiality.

(A) Generally. A proceeding conducted pursuant to these ADR Procedures and information relating to such proceeding is confidential. Neither party shall disclose the information obtained during the proceeding or the valuation placed on a case by an arbitrator to anyone or use such information or valuation in any other action or proceeding except as necessary to prudently administer these ADR Procedures, to fulfill the Trust's obligation to report to the Bankruptcy Court, and to consult with the TAC and the Legal Representative. Any document prepared by a Claimant, the Trust, an attorney or other participant on behalf of a party in anticipation of an ADR proceeding is privileged and shall not be construed for any purpose as an admission against interest or be disclosed to any court or arbitrator.

(B) Federal Rule of Evidence 408. All proceedings conducted pursuant to these ADR Procedures shall be deemed a settlement conference pursuant to Rule 408 of the Federal Rules of Evidence. Except by agreement of the parties, the parties may not introduce into evidence in any other proceedings the fact that there was an arbitration or the nature or amount of the award. Written submissions may be used for purposes of showing accord and satisfaction or *res judicata*. An arbitrator may not be subpoenaed or otherwise required by any party or any third party to testify or produce records, notes or work product in any other or future proceedings.

The Trust shall treat all submissions and documents that are exchanged as part of the ADR process and under these ADR Procedures as confidential, consistent with the provisions of section 3.13 of the CRP.

4.13 Amendments. Except as otherwise ordered by the Bankruptcy Court, these ADR Procedures, as they may from time to time be amended by the Trustees, will be binding on all Claimants and other parties in the form in which they are in force on the date the Claimant files the Election to Commence ADR as provided in section 1.3 of these ADR Procedures.

4.14 Time Limits. Any time limit set forth in these ADR Procedures may be extended by agreement of the parties or, if a party refuses a request by the other party for an extension, for cause shown the arbitrator may grant an extension. A request for an extension shall be provided to the opposing party, the Arbitration Coordinator and the arbitrator.

The time limits included in these ADR Procedures are to be strictly enforced and a failure to comply with a deadline without obtaining an extension before the period expires may result in cessation of the ADR process. If the Claimant fails to comply with a specified deadline under these ADR Procedures, the entire ADR process terminates and the Claimant may not proceed to the tort system.