

Exhibits



ELECTRONIC FILER AGREEMENT

This Electronic Filer Agreement (the "Agreement") is made by and between the Claims Resolution Management Corporation (the "CRMC"), with offices at 3110 Fairview Park Drive, Suite 200, PO Box 12003, Falls Church, VA 22042-0683, and

MANDELBROT LAW FIRM, a lawyer or law firm with offices at

582 MARKET ST # 608, SAN FRANCISCO, CA 94104 (the "Customer"), collectively, "the Parties."

Recitals

WHEREAS the CRMC processes and settles asbestos personal injury claims on behalf of its clients ("CRMC Clients" or "Clients"), which Clients are responsible for the payment of certain asbestos personal injury claims; and

WHEREAS the Customer is a lawyer or law firm which files asbestos personal injury claims on behalf of the Customer's clients ("Claimants"); and

WHEREAS it is mutually beneficial to the CRMC and the Customer to settle asbestos personal injury claims by communicating information to each other electronically, thereby speeding claim processing and lowering transactional costs,

NOW THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, with each other, as follows:

1. Electronic Claims Filing

- 1.1 Access to e-Claims™ System. The CRMC will provide the Customer with access to the CRMC's e-Claims™ system (Patent Pending), through which Customer may submit asbestos injury claims against CRMC Clients in electronic format. Hereinafter, asbestos injury claims filed in electronic format through the CRMC's e-Claims system will be referred to as "e-Claims filings." The Customer will have access to the e-Claims system for the sole purpose of filing and settling e-Claims filings. The Customer will have access to information on the e-Claims system only regarding the Customer's own e-Claims filings, and will be authorized to act through the e-Claims system only in regard to the Customer's own e-Claims filings.

- 1.2 Filing Methods, Media, and Format. The CRMC will accept e-Claims filings from the Customer using one or more methods and electronic media that the CRMC will from time to time specify, in formats that the CRMC will from time to time specify. The methods, media, and formats which the CRMC will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. The Customer acknowledges that the e-Claims software system, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the CRMC, and the customer shall not publish, disclose, display, provide access to or otherwise make available any CRMC e-Claims software or products thereof, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity other than an employee or principal of the Customer, without the prior written consent of the CRMC, with the exception that the Customer may publish, disclose, display, provide access to or otherwise make available to a Claimant represented by the Customer any screens, reports or printouts which contain information relating solely to that Claimant's claim.

2. Technical Capabilities

- 2.1 Compatible Equipment. In order to file claims through the CRMC's e-Claims system, the Customer will provide its own compatible computer equipment that meets technical standards that the CRMC will from time to time announce. The standards that the CRMC will set for this purpose will be among those then in general use among businesses transferring information electronically.
- 2.2 Technical Assistance. The CRMC will provide the Customer with the technical assistance reasonably necessary related to filing and processing claims on the e-Claims system.
- 2.3 Message Board. The CRMC will provide the Customer access to an electronic message board through the CRMC's web site. The CRMC will use the message board to notify the Customer of changes in the status of Customer's e-Claims filings, without additional written or oral notice. Through the message board, the Customer will at any time be able to check the status of each of the Customer's claims.
- 2.4 Reports. The CRMC will make available to the Customer through the CRMC's web site the ability to download specified data and to generate reports summarizing information regarding the Customer's e-Claims filings.
- 2.5 Continuous Access. The CRMC will make the e-Claims system available to the Customer around the clock, seven days per week, with the exception that availability may be interrupted at any time as a result of system failure or when necessary for system upgrades, adjustments, maintenance or other operational considerations. When reasonably possible, the CRMC will notify the Customer in advance of any foreseen interruption of availability, and at all times the CRMC will use its best efforts to minimize the length and frequency of interruptions in e-Claims system availability.

2.6 Security. The CRMC will maintain physical, electronic, and procedural safeguards that will protect the information the Customer transmits through e-Claims filings. The CRMC will not disclose non-public personally identifiable information about its Customer's Claimants to unauthorized persons, and the CRMC will restrict access to such information to authorized individuals who need to know this information for purposes relating to the processing and settlement of asbestos personal injury claims.

3. User Identification, Training, and Certification

- 3.1 User Administrator. The Customer's access to the e-Claims system will be managed by one or more individuals under the Customer's employ, management or control whom the Customer identifies to serve as a User Administrator on the Customer's behalf. A User Administrator will be permitted to identify additional individuals under the Customer's employ, management or control as authorized to access the e-Claims system on the Customer's behalf. Some e-Claims users will be limited in the functions they can perform on the e-Claims system; a User Administrator will have the power to designate the level of authority which each of the Customer's other e-Claims users will have on the e-Claims system. Further, as noted in Paragraph [3.3] below, whether they serve as a User Administrator or not, only certified individuals will be authorized to execute the Categorization Decision Tree.
- 3.2 Limited Access. The CRMC will assign a unique e-Claims password to each User Administrator identified by the Customer and to each other e-Claims user identified by a Customer's User Administrator. The CRMC will provide access to its e-Claims system only upon entry of an e-Claims password. The CRMC may deny access to its e-Claims system following failed log-ins. Individuals with access to e-Claims may not share their passwords with others, and the Customer will not permit any individual to use a CRMC e-Claims password that is not assigned to that individual. The CRMC will limit each user's access to the e-Claims system to correspond to the level of authority specified by the Customer's User Administrator.
- 3.3 Certification and Training. Submission of a claim through the e-Claims system will include providing answers to a series of asbestos disease related medical questions arranged in a Categorization Decision Tree. Only individuals whom the CRMC has tested and certified as demonstrating adequate proficiency in interpreting asbestos disease related medical documents will be permitted to execute the Categorization Decision Tree. The Customer will not permit any individual to execute the Categorization Decision Tree who has not been so certified. The CRMC will provide training when needed to individuals whom the Customer authorizes to execute the Claims Decision Tree on the Customer's behalf. The CRMC reserves the right to suspend or revoke an individual's Categorization Decision Tree certification and/or to require the individual to complete additional training if the CRMC determines that the information submitted by that individual is not sufficiently reliable.
- 3.4 Notice of Changes. The Customer will promptly notify the CRMC by fax or in writing of any changes regarding the identities of the individuals the Customer has chosen to serve as User Administrator. The User Administrator will notify the CRMC of any change in the authority of any of the Customer's e-Claims users to access the e-Claims system on the Customer's behalf, and of any material change in the status of the Customer law firm.
- 3.5 Reliance on Customer Communications. The CRMC is entitled to rely on communications and instructions it receives from persons using e-Claims passwords assigned to the Customer and

purporting to act on behalf of the Customer and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

4. Rules and Procedures

- 4.1 Adherence to Rules. The Customer will make e-Claims filings and will otherwise use the e-Claims system in conformance with the rules and procedures which the CRMC will communicate in its training and certification program and which the CRMC will post on its web site. The CRMC may update its rules and procedures from time to time, with adequate notice to the Customer through the Message Board and/or through postings on the CRMC web site and/or through e-mail messages.
- 4.2 Client Payment Criteria Unchanged. The CRMC processes and settles asbestos injury claims pursuant to criteria specified by the CRMC's Clients, which criteria may vary from Client to Client. This Agreement is not intended to alter and does not supersede the claim payment criteria of the Clients on whose behalf the CRMC settles and pays claims.
- 4.3 Additional Client-Specific Requirements. Certain CRMC Clients may impose additional requirements the Customer must meet to be authorized to submit claims for payment by that Client through e-Claims filings with the CRMC. Such requirements may include additional training and the execution of separate agreements between the Customer and the CRMC Client. This Agreement does not supersede any agreements regarding asbestos injury claims entered into between the Customer and any of the CRMC's Clients.

5. Claim Information

- 5.1 Complete and Accurate Information. Consistent with the Customer's legal and professional responsibilities and consistent with the CRMC's rules and procedures referenced in Paragraph [4.1] of this Agreement, in response to the questions asked by the CRMC, the Customer will provide complete and accurate information in the Customer's e-Claims filings. The CRMC is not obligated to take any action regarding a claim until it has received all the complete information regarding the claim required by its rules and procedures.
- 5.2 Maintenance of Supporting Documents. The Customer will timely provide to the CRMC copies of documents relied upon in e-Claims filings whenever instructed to do so by the CRMC. Whenever the CRMC does not instruct the Customer to provide copies of documents relied upon in e-Claims filings, the customer will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to the CRMC upon request.
- 5.3 Exposure Site Information. The CRMC may request that the Customer provide evidence that exposure to a CRMC Client's asbestos products occurred at a site or sites where a Claimant allegedly was exposed to asbestos, and may withhold making a settlement offer on a claim until it has been provided adequate evidence indicating that exposure occurred at the site in question.
- 5.4 Physician Information. The CRMC may request that the Customer provide information regarding a physician whose report the Customer is relying on to support e-Claims filings, and may withhold making settlement offers on claims supported by that physician's reports until it has been provided with the requested information.

6. Settlement Offer, Acceptance, and Payment

- 6.1 Settlement Offers. The CRMC will communicate settlement offers to the Customer electronically through the CRMC's e-Claims system via the message board, and will provide the Customer with the ability through e-Claims to communicate acceptance of the settlement offer or the selection of alternative options available under the claims resolution procedures of the relevant CRMC Client.
- 6.2 Acceptance of Settlement Offers. The Customer will indicate acceptance of a settlement offer only when authorized to do so by the Claimant on whose behalf the Customer filed the claim. The Customer will obtain the Claimant's release in the form and manner specified by the relevant CRMC Client.
- 6.3 Payment of Settled Claims. The CRMC will make settlement payments on behalf of certain of the Clients for which it processes and settles claims. The CRMC has no obligation to make any settlement payment until it has received the funds to do so from the relevant CRMC Client, and will not be liable for the Client's delay or failure to provide settlement funds. Settlement payments may be at a pro rata share of the total settlement value of a claim, which share is determined by the CRMC Client on whose behalf the CRMC resolves claims. The CRMC will not make a settlement payment until at least 24 hours after the Customer has communicated acceptance of a settlement offer. For those CRMC Clients for which the CRMC does not make settlement payments, the CRMC will notify the Client or the Client's designated payment agent promptly after the Customer has accepted a claim settlement offer, and the CRMC will have no further responsibility for the payment of the claim.
- 6.4 Payment Method Options. For those settlement payments which the CRMC makes, at the Customer's option, the payment will be made either by check or by electronic funds transfer. The Customer must sign an Electronic Funds Transfer Agreement if the Customer elects to receive settlement payments through electronic funds transfers. The CRMC is entitled to rely on the bank account information which an agent, employee, partner or principal of the Customer provides on the Electronic Funds Transfer Agreement and, except if the CRMC has acted with gross negligence, will not be held liable for such reliance.

7. Quality Control Testing and Audit

- 7.1 Testing Program. The CRMC will from time to time request that the Customer submit copies of documents relating to individual e-Claims filings in order to test system quality and for audit purposes. A claim may be selected for quality control testing or audit either before the claim is settled or after a settlement payment has been made. The CRMC may select some claims for quality control testing or audit randomly, and may select some claims for quality control testing or audit based on various claim characteristics.
- 7.2 Compliance with Requests. The Customer will comply with CRMC quality control testing or audit by timely providing the CRMC with the documents requested in connection with such testing or audit.
- 7.3 Test Results Applied. Claims selected for quality control testing or audit before the claim is settled will be given settlement offers consistent with the level of asbestos-related disease which the CRMC determines to be supported by the evidence provided by the customer.
- 7.4 Corrective Action. The CRMC may take corrective action if, in its sole judgment, quality control testing or audit indicates that the Customer's claim filings warrant such action. Such corrective action might include, but is not limited to, requiring some or all of the customer's certified e-Claims users to undergo further training, performing quality control testing or audit on a higher number of the Customer's claims (up to 100% of the Customer's claims), withholding further settlement offers until the problem is resolved, and suspending or terminating the Customer's e-Claims filing privileges. The corrective actions the CRMC will take for particular levels of problems revealed by audits will be set forth in written CRMC audit procedures, which the CRMC will post on its web site, and which the CRMC may update from time to time. The CRMC reserves the right to pursue legal remedies in the rare occurrence that audits indicate fraud of any kind.


8. Limitation of Liability

- 8.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, no officer, director, trustee, employee, contractor, or agent of the CRMC or its Clients will be held liable for any indirect, incidental, special or consequential damages by reason of Customer's use of the e-Claims system.
- 8.2 Client or Customer Actions. The CRMC will in no circumstances be liable for actions, omissions, or decisions of CRMC Clients or Customers. The CRMC's granting of access to the e-Claims system does not ensure that a particular CRMC Client will permit Customer to submit e-Claims filings relating to that CRMC Client.

9. Miscellaneous

- 9.1 No Assignment. Neither Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other party.

- 9.2 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, the CRMC will cease providing the Customer with access to its e-Claims system, and the Customer will cease making e-Claims filings.
- 9.3 Disputes. Any dispute between the Parties relating to the appropriate categorization or settlement value of a claim submitted by the Customer to the CRMC will be resolved pursuant to the dispute resolution procedures of the relevant CRMC Client.
- 9.4 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying party: (a) gives the other party prompt notice of such cause, and (b) uses reasonable efforts to correct promptly such failure or delay in performance.
- 9.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Virginia.
- 9.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, representatives, successors and assigns. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 9.7 Severability. If any term or provision of this Agreement should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 9.8 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.



(for Customer)

Date: 10/5/2011

MICHAEL J. MANDELROT
(print)

(for CRMC)

Date: _____

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: . Case No. 82-11656 (CGM)
. .
. Chapter 11
JOHNS-MANVILLE CORPORATION, .
ET AL, . One Bowling Green
. New York, NY 10004
Debtors. .
. Thursday, July 16, 2015
. 10:17 a.m.

TRANSCRIPT OF ORDER APPROVING NOTICE OF FILING AND SERVICE LIST FOR ACCOUNT OF TRUSTEES AND FINANCIAL STATEMENTS OF THE MANVILLE PERSONAL INJURY SETTLEMENT TRUST FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 AND APPLICATION FOR APPROVAL THEREFOR SIGNED ON 6/10/2015 [4160];
OBJECTION TO ACCOUNT OF TRUSTEE'S 2014 FILED BY MICHAEL JONATHAN MANDELBROT ON BEHALF OF MICHAEL J. MANDELBROT;
RESPONSE OF THE MANVILLE PERSONAL INJURY SETTLEMENT TRUST TO OBJECTION TO THE APPLICATION FOR ORDER APPROVING ACCOUNT OF TRUSTEES FILED BY JARED S. GARELICK ON BEHALF OF TRUSTEES OF THE MANVILLE PERSONAL INJURY SETTLEMENT TRUST [4159, 4162];
REPLY TO MOTION RESPONDING TO OBJECTION TO TRUSTEE'S ANNUAL REPORT FILED BY MICHAEL JONATHAN MANDELBROT ON BEHALF OF MICHAEL J. MANDELBROT;
**BEFORE THE HONORABLE CECELIA G. MORRIS
UNITED STATES BANKRUPTCY COURT JUDGE**

APPEARANCES:

For the Trustees of the
Manville Personal Injury
Settlement Trust: Manville Personal Injury
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1 (Proceedings commence at 10:17 a.m.)

2 THE COURT: Thank you very much. Very good. Thank
3 you all for being patient, but those were rather quick. Now
4 we'll go to Johns-Manville, 82-11656, Johns-Manville Corp, et
5 al. Come forward, please.

6 MR. GARELICK: I'll come here where I can hear the
7 best.

8 THE COURT: Good. Yeah. I'm sorry about no A/C, but
9 it interferes with the sound system.

10 MR. GARELICK: Okay.

11 THE COURT: If it gets too hot, we'll go for jackets.
12 Let's go first with just the Johns-Manville case, and then
13 we'll move to the adversary proceeding. All right. State your
14 name.

15 MR. GARELICK: Good morning. I am Jared Garelick. I
16 represent the Manville Trust and its trustees, and I'm here to
17 move the order approving the account of trustees for the year
18 2014, which was presented to this Court.

19 THE COURT: Very good.

20 MS. VOGEL: Good morning, Your Honor. Heike Vogel of
21 Vogel Bach, PC, here on a limited representation of Michael
22 Mandelbrot, who is present on the phone. And also here with me
23 is my law firm partner, Eric Horn.

24 THE COURT: Very good.

25 UNIDENTIFIED: Operator?



1 THE OPERATOR: Yes.

2 UNIDENTIFIED: I don't hear anything, and I don't
3 need a live line. I just need to listen and I don't want to
4 speak.

5 THE COURT: That's Frances. She does want to hear.
6 Yeah, everything is -- I don't know if anybody can hear. We
7 turned off all the A/C. You know, it's interesting the red
8 light came on when you did that, but it --

9 MR. GARELICK: It's supposed to be off.

10 THE COURT: Oh, I thought so.

11 MR. GARELICK: Frances, can you hear us now?

12 UNIDENTIFIED: She's on this call on listen only.

13 (Counsel confer)

14 THE COURT: Magic sometimes happens. We turned off
15 all the air conditioning because we couldn't hear -- I couldn't
16 even hear -- which makes it very warm in here very fast. You
17 know, Judge Lifland used to keep his courtroom warm on purpose.

18 MS. VOGEL: To get a quicker result.

19 THE COURT: Brenda cannot hear. We need to work on
20 it. We need to keep talking so that they will at least hear us
21 talking if, in fact, it goes through. I believe Ms. -- no, the
22 microphone is not working right now you said.

23 MS. VOGEL: Should I say something? Testing.

24 Testing.

25 THE COURT: It's on?



1 MS. VOGEL: I'm just testing the microphone.

2 THE COURT: Just keep talking.

3 MS. VOGEL: Yes. How are you doing, Your Honor?

4 THE COURT: What a lovely morning this is.

5 MS. VOGEL: Yes.

6 THE COURT: It was really quite nice.

7 MS. VOGEL: I'm so glad it cooled off a little bit.

8 It was way too humid for the last couple of days.

9 THE COURT: Yesterday, walking to the Court was a
10 chore.

11 MS. VOGEL: Yes.

12 THE COURT: This morning walking to the Court was
13 just --

14 MS. VOGEL: A pleasure.

15 THE COURT: It was. We think it may be on our end.
16 That light doesn't stay on too well. Are you going to stand
17 there and hold it better or make it work? You know, the
18 typical we've got someone right there holding it.

19 MS. VOGEL: Is this microphone working? Anybody, can
20 you hear --

21 MR. GARELICK: So then this works over here.

22 THE COURT: Yeah, you can hear it here, but what
23 we're not doing is feeding.

24 MS. VOGEL: Okay.

25 THE COURT: We have other people listening, and if



1 other people are listening, we need to make sure they're
2 hearing. Your client is not hearing.

3 MS. VOGEL: Oh, he can't hear either?

4 THE COURT: Yeah, because what happens is we have
5 someone on CourtCall, too, making sure that they can be heard.

6 MS. VOGEL: Oh.

7 THE COURT: So that's what --

8 MR. GARELICK: Do I need to be at a microphone then?
9 This -- is this --

10 THE COURT: That one is probably -- should be a
11 stronger microphone.

12 MR. GARELICK: Yeah, that one works, as well.

13 THE COURT: Okay. Is it -- do you have a red light
14 on?

15 MS. VOGEL: I have all the --

16 (Simultaneous speech)

17 THE COURT: I think everybody in the courtroom is --

18 MS. VOGEL: Yes.

19 THE COURT: It's what?

20 MR. GARELICK: It's on. Let me --

21 THE COURT: Yeah, it's CourtCall that's not working.

22 MR. GARELICK: She can hear, Judge.

23 THE COURT: Brenda can but what about Frances?

24 Frances is the one that's on the --

25 MR. GARELICK: Frances called for Brenda.



1 THE COURT: Okay. All right, everyone. On -- I know
2 CourtCall can't talk back to us, but Brenda, is everybody
3 hearing now? Okay. They now say the line is live. Okay.
4 We're good now.

5 MS. VOGEL: Excellent.

6 THE COURT: Very good. Okay. Now, sorry everyone.
7 Go right ahead.

8 MR. GARELICK: Okay. Good morning again.

9 THE COURT: State your name again, please.

10 MR. GARELICK: I'm Jared Garelick. I represent the
11 Manville Trust and its trustees, and I'm here to move the
12 approval of the order approving the account of trustees for the
13 year 2014, which has been submitted.

14 THE COURT: Okay.

15 MR. GARELICK: We've given Your Honor papers. Just a
16 couple of highlights from the account. The net claimant's
17 equity at the beginning of 2014 was approximately \$835 million,
18 and at the end of the year it decreased to \$789 million.
19 During that time, the trust had made settlement payments of
20 about 223,000 plans with total payments of \$116 million. And
21 the payments were probably offset by investment income of
22 approximately \$59 million.

23 Trust net operating expenses during 2014 were
24 approximately \$4.7 million, and that was on an operation making
25 more than \$100 million in settlement payments.



1 During 2014, the trustees, in cooperation with the
2 selected counsel of the beneficiaries and the legal
3 representative of future claimants, both of whose concurrence
4 is required, performed a re-estimation of the pro rata payment
5 that the trust is able to make on its settlements.

6 The trust distribution process, or TDP, requires that
7 the estimations be made at least every three years, and that
8 involves looking at the trust assets and making projections of
9 asset returns as well as the more complicated project of
10 estimating future liabilities.

11 And that involves an epidemiological projection of
12 disease trends, timing of disease, and also propensity claim,
13 which has increased over the years as information about the
14 compensability of asbestos claims has increased both by
15 probably lawyer advertising and the Internet. As a result of
16 that re-estimation, the pro rata payment was reduced from 7.25
17 percent to 6.25 percent.

18 Also during 2014, an additional trustee was elected,
19 Kirk Watson of Austin, Texas, and that brings us up currently
20 to four trustees. The current trust agreement requires there
21 to be no fewer than three trustees, and we added a fourth as
22 part of kind of a multi-year leadership transition under which,
23 at the end of this calendar year, the longest serving trustee,
24 Robert Felis (phonetic), who has served since 1991, most of it
25 as managing trustee, will be retiring, and we will be back to



1 having four trustees.

2 THE COURT: Okay.

3 MR. GARELICK: And finally I will briefly address the
4 objections that have been --

5 THE COURT: Thank you.

6 MR. GARELICK: -- made to the Court. First, there's
7 one, I'm not sure it was actually sent into the Court that I
8 received a copy. And it's not really an objection. I received
9 from a pro se claimant, and she said it was in response to the
10 notice, a re-submission of a proof of claim form.

11 THE COURT: We did not get that.

12 MR. GARELICK: I'm not surprised. She sent it to me.
13 She didn't state it as an objection. She just said, in
14 response to the notice, I am resubmitting the following, and it
15 was a proof of claim form that had been denied and the claim is
16 in inactive status.

17 It's on behalf of her husband who died. He did have
18 exposure to asbestos occupationally, but his death was from a
19 brain tumor, which is not an asbestos-related disease. And as
20 heartbreaking as the medical reports are in that -- that she
21 submitted --

22 THE COURT: Right now I would say you need -- I will
23 -- if she -- if in any way it looks like an objection, I will
24 deny it and let you use it in the -- in your normal course.

25 MR. GARELICK: That's fine, Your Honor. She did not



1 say that she was objecting to the account. She did not even
2 mention the account. She just said she was writing in response
3 to the notice.

4 THE COURT: Well, we now have a record that --

5 MR. GARELICK: Thank you.

6 THE COURT: -- gives you leeway to do what is
7 necessary to be done.

8 MR. GARELICK: Thank you. And finally --

9 THE COURT: And if at any point you need an order on
10 that, you let me know.

11 MR. GARELICK: Okay. Thank you.

12 THE COURT: Okay.

13 MR. GARELICK: And finally there is the objection
14 that I know that the trust -- that the Court has received, and
15 that is from Michael Mandelbrot and the Mandelbrot Law Firm on
16 behalf of some claimants. And he actually has counsel here
17 today.

18 THE COURT: Right.

19 MR. GARELICK: And I will just address that very
20 briefly. I'm confident that between us and Mr. Mandelbrot,
21 Your Honor has seen enough paper to explain the issue. And in
22 our view it's a very easy question. In suspending the
23 processing claim submitted by Mr. Mandelbrot and his law firm,
24 the trustees were acting well within their authority to protect
25 the integrity of the claims process on behalf of the trust's



1 beneficiaries.

2 THE COURT: Let me stop you right there and let me
3 just ask you a question about what you just said.

4 MR. GARELICK: Yes.

5 THE COURT: You suspended the claims of the lawyer
6 and the --

7 MR. GARELICK: And the -- it's Michael Mandelbrot and
8 the Mandelbrot Law Firm.

9 THE COURT: Not the claimants?

10 MR. GARELICK: Not the claimants. That is correct.

11 THE COURT: Okay. And do you have authority to
12 suspend some lawyers from filing?

13 MR. GARELICK: We believe that the trust does, and to
14 explain in a letter that we sent to Mr. Mandelbrot in September
15 of 2014, and that was Exhibit C, to the trust's response, and
16 that quotes from the trust agreement. Now, when the trust was
17 established, the people who wrote up the papers realized they
18 could not anticipate every event that might conceivably happen
19 over the many decades of the trust's life, and so they gave
20 fairly broad authority.

21 And the trust agreement states -- and this was in the
22 letter, and this is a quote:

23 "The purposes of the trust are, one, to use the
24 assets in the trust estate to deliver fair, adequate
25 and equitable compensation to bonafide beneficiaries,



1 and two, to enhance and preserve the trust estate."

2 And that's the end of that quote, but it also further
3 states that the trustees of the Manville Trust are, and this is
4 a quote:

5 "Responsible for supervising and administering the
6 claim resolution facility."

7 And it also says that the trustees, quote:

8 "Shall have the power to take any and all such
9 actions as in the judgment of the trustees are
10 necessary or convenient to effectuate the purposes of
11 the trust."

12 And that's the end of that quote. But among the
13 specific authority is the power to supervise and administer the
14 claims facility.

15 THE COURT: Well, let me just ask you a question.

16 MR. GARELICK: There is also in the trust
17 distribution process --

18 THE COURT: Sure.

19 MR. GARELICK: -- a provision that permits the trust
20 to do audits of information that is submitted to it. And in
21 the case of medical records, certainly it is their specific
22 authority to suspend acceptance or to refuse to accept further
23 evidence from sources which the audits show to have
24 unacceptable levels of reliability.

25 THE COURT: I think anybody that's ever sat in the



1 position that I sit in is very empathetic to your -- what I'm
2 hearing from you. That being said, even I do not have the
3 power to suspend a lawyer from the practice of law. Only an
4 ethics committee or an ethics group would have that ability, so
5 it seems interesting to me that without an order of this Court,
6 that you could suspend a lawyer.

7 I can see that you might hold up the funds going out
8 until such time as you get an order from me based on whatever,
9 but just explain that to me. I heard what you said. I just
10 need it explained a little more clearly.

11 MR. GARELICK: Well, the trustees are really relying
12 on the findings of a different bankruptcy court, the Bankruptcy
13 Court for the Central District of California --

14 THE COURT: Okay.

15 MR. GARELICK: -- which after three days of hearing
16 and an evidence and trial came to the conclusion that
17 Mr. Mandelbrot and the Mandelbrot Law Firm had engaged in a
18 pattern and practice of filing unreliable information in
19 support of asbestos bankruptcy trust claims. Now, this was to
20 different bankruptcy trusts.

21 THE COURT: Exactly. And see that's the point. I
22 mean, again I sit here, but if the Southern District of -- or
23 the Central District of California suspended a lawyer in
24 California and filing there, that would have precedential --
25 not necessarily precedential effect, but it would have effect



1 on my -- persuasive effect on my decision. I don't think it
2 has precedential effect on my decision. It is a sister court.
3 It is not something that they have basically said nationwide.

4 Trust me, I do know of certain lawyers that have been
5 suspended from practice nationwide, but we also know of ones
6 that ran out his welcome in Southern District and the Second
7 Circuit, then went to Boston, ran out his welcome, then went to
8 Florida and ran out his welcome.

9 So I hear you. I just don't see how a -- I want to
10 hear more clearly how an order of a Court in the Central
11 District of California could give you the power to suspend
12 someone from filing on a trust that is out of the Southern
13 District of New York.

14 MR. GARELICK: The position of the trustees is that
15 they, as fiduciaries, should be and need to be confident in the
16 reliability of the information that's submitted to them.

17 THE COURT: I don't disagree with that. Nobody has
18 an argument with that. I think the argument, and what I'm
19 hearing, is the argument that it should have been in front of
20 this Court and bring a motion here. I mean, I'm listening.
21 I'm listening carefully.

22 MR. GARELICK: Okay. No, that's fair, Your Honor.
23 And if that's the case, then the trustees will consider
24 bringing a motion.

25 THE COURT: Well, I'm trying to hear you.



1 MR. GARELICK: Okay.

2 THE COURT: I mean, I'm listening and I'm trying to
3 hear you.

4 MR. GARELICK: Well, the -- if Your Honor would
5 entertain it right now, we do move that the trust be given the
6 authority to suspend the processing of claims by
7 Mr. Mandelbrot.

8 THE COURT: Without notice, no way.

9 MR. GARELICK: But that's my assumption, yes.

10 THE COURT: You're talking to a Court that is --

11 MR. GARELICK: Right.

12 THE COURT: -- a stickler for notice.

13 MR. GARELICK: That's fine, Your Honor. And we will
14 take that under advisement and consider it.

15 THE COURT: I am one of those -- I have seen many
16 cases overturned over just simply not giving someone notice.

17 MR. GARELICK: Understood, Your Honor.

18 THE COURT: And -- okay. Now I'm sort of in a
19 struggle. The opposition is the opposition to the trust
20 report, right?

21 MS. VOGEL: Correct, Your Honor, but also to the --
22 the opposition also is in connection with the suspension of
23 Michael Mandelbrot and Mandelbrot Law Firm. And, Your Honor,
24 if I just may add, the attorney mentioned that this does not
25 affect the claimants, the suspension.



1 However, it does affect the claimants because, from
2 what I understand, approximately 122 claims, or 96 claims, have
3 been moved into an inactive file by the trustees. And the
4 reason is because Michael Mandelbrot, having been suspended, is
5 -- cannot take any actions or can entertain -- is not allowed
6 to take any actions according to the trustees, so --

7 THE COURT: Okay. I hear you. How does this
8 suspension relate to the report though?

9 MS. VOGEL: Mr. Mandelbrot objected to the report
10 because he believes that the trustees are under an obligation
11 to, in the very least, modify the report to disclose this
12 unauthorized suspension or give the reasons for the
13 suspensions, do their -- how -- different calculations how this
14 suspension affects the claims that he submitted.

15 THE COURT: That's an injury to him, not to the
16 beneficiaries. And it may end up being that the beneficiaries
17 are delayed. Any other reason about the report?

18 MS. VOGEL: Well, because -- I'm sorry, Your Honor.

19 THE COURT: Sure.

20 MS. VOGEL: The other modification he is requesting
21 is that the trustees do provide impact and value of his
22 suspension on his claimants' equity and to provide the
23 number --

24 THE COURT: I don't think so. Aren't you reserving?
25 You've got it in inactive, but they're -- paying out to these



1 beneficiaries is basically reserved.

2 MR. GARELICK: That is correct. The assets of the
3 trust are available to all future beneficiaries.

4 THE COURT: So it could stay there. Okay. I'm going
5 to overrule your -- do you wish to be heard, somebody else?

6 MS. VOGEL: No. I'm sorry, Your Honor, but it is
7 also -- but this is a timing that if these claimants are being
8 moved into an inactive or a deferred pool, you know, it does
9 affect the timing of when they might receive distribution.

10 THE COURT: That's true, it will.

11 MS. VOGEL: And I do believe that should be -- in the
12 very least be modified or acknowledged in the trust as to the
13 discussions of the various claims.

14 THE COURT: I don't think so. I'm going to approve
15 the trust report. I am going to make sure that you have
16 reserved the amount from the -- for the beneficiaries, correct?

17 MR. GARELICK: Uh-huh.

18 THE COURT: But I am holding that until such time as
19 this is determined and you have an opportunity to notice.

20 MR. GARELICK: Thank you, Your Honor.

21 MS. VOGEL: Thank you, Your Honor.

22 THE COURT: So it may cause injury to the trust. I
23 understand that because you have to defend it, but we'll take
24 care of that when we take care of it.

25 MS. VOGEL: So, Your Honor, just to be clear, so



1 there will be an official motion filed by the trustee?

2 THE COURT: I don't know. That's up to him. It's
3 going to stay inactive until somebody gets it in front of me.

4 MS. VOGEL: But is there any way that we could
5 address this unauthorized suspension of Mr. Mandelbrot because
6 it is still unclear in the authority that --

7 THE COURT: I'm not addressing it today.

8 MS. VOGEL: Okay.

9 THE COURT: You can bring a motion, too, instead of
10 simply a response. I find that Mr. Mandelbrot does not have
11 standing basically to object to the report. All I did today
12 was approve the report and made sure that there were sufficient
13 funds for the true beneficiaries of those claims if they are,
14 in fact, allowed. If they're not allowed, it stays with the
15 trust. Or they are allowed already?

16 MR. GARELICK: No.

17 THE COURT: I don't think so either.

18 MR. GARELICK: I don't think so. I think they're --

19 THE COURT: Yeah.

20 MR. GARELICK: -- in a pending status.

21 THE COURT: Okay.

22 MR. GARELICK: The claims that would have been
23 approved have probably been paid by now.

24 THE COURT: Okay, and you -- and obviously you'll be
25 auditing those, too.



1 MR. GARELICK: We may very well, yes, Your Honor.

2 MS. VOGEL: Because, Your Honor -- I'm sorry, if I
3 may add.

4 THE COURT: No, it's all right.

5 MS. VOGEL: As Mr. Garelick pointed out before that
6 the trust, Section 8 of the trust, provides that an audit of
7 medical records submitted by doctors and medical facilities are
8 permitted. And the trust continues stating that the trust may
9 develop methods for auditing other types of evidence necessary
10 to support a claim.

11 THE COURT: Okay.

12 MS. VOGEL: And in this case, again going back to the
13 suspension, there has been no audit done of the claims that
14 Mr. Mandelbrot submitted.

15 THE COURT: Okay. I understand now. We're simply
16 holding them to determine until the audit -- not the audits.

17 They should have been audited already, but the trustee has to
18 do something to pay them.

19 MR. GARELICK: Correct.

20 THE COURT: And so you can do whatever is necessary
21 to process those claims, but you can move quickly to suspend
22 the Mandelbrot parties, but you've got to look at those claims.

23 MR. GARELICK: Okay. That's understood, Your Honor.

24 THE COURT: They should be allowed claims right now,
25 and they maybe should be paid but maybe not to the attorney.



1 MS. VOGEL: But then --

2 THE COURT: Just didn't move fast on that.

3 MS. VOGEL: However, the question then also becomes
4 the fact, you know, Mr. Mandelbrot, there has been no evidence
5 submitted or before Your Honor that any of the claims that
6 Mr. Mandelbrot filed in Manville were improper or defective in
7 any way. Their reliance, as Your Honor pointed out, is on a
8 completely different case in California, an entirely different
9 trust. There has been no allegations made that the claims
10 before Your Honor in Manville filed by Mandelbrot are
11 unreliable or improper.

12 THE COURT: I have heard you. You've been heard.

13 MS. VOGEL: Thank you.

14 THE COURT: Get a notice. I want due process.

15 MR. GARELICK: Thank you, Your Honor.

16 MS. VOGEL: Thank you, Your Honor. Thank you.

17 THE COURT: I know there were falsified claims in a
18 different court, but it is a different court.

19 MS. VOGEL: Thank you, Your Honor.

20 THE COURT: Very good.

21 (Proceedings concluded at 10:40 a.m.)

22 * * * * *

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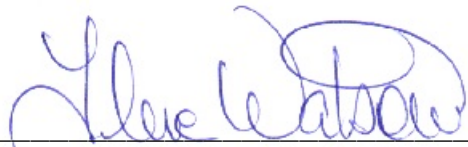
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1 C E R T I F I C A T I O N

2
3 I, Ilene Watson, court-approved transcriber, hereby
4 certify that the foregoing is a correct transcript from the
5 official electronic sound recording of the proceedings in the
6 above-entitled matter.

7
8 
9

10 ILENE WATSON, AAERT NO. 447 DATE: July 20, 2015
11 ACCESS TRANSCRIPTS, LLC



From: Michael Mandelbrot [mailto:mandelbrot@asbestoslegalcenter.org]
Sent: Thursday, July 16, 2015 3:58 PM
To: Rubinstein, Jason C.
Subject: Today's Manville Hearing

Mr. Rubinstein,

Without going into much detail, today's Manville hearing before Judge Cecilia Morris clearly showed (as I've said from the start) that the Manville Trust was without authority in suspending claim processing of Mandelbrot claims. Moreover, as the Hearing displayed, if they suspected unreliability, the Trustees "should have audited" (quoting Judge Morris) my claims. Clearly, the suspension of Mandelbrot claims was improper and in bad faith. As you know, Judge Morris invited Motions to deal with suspensions/lack of audit/bad faith etc... I look forward to those Motions, but the end of the suspension and resumption of review of Mandelbrot claims and claimants needs to start immediately. The Judge clearly scoffed at your proposed authority for 'suspending' claims (the Thorpe case). Please let me know if the Manville Trust has resumed processing of Mandelbrot claims on behalf of Claimants to the Manville Trust. I look forward to hearing from you shortly.

Thanks,
Mike

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September 11, 2015

DELIVERED BY E-MAIL AND U.S. MAIL

Jason Rubenstein
Friedman Kaplan Seiler & Adelman LLP
7 Times Square
New York, NY 10036-6516

Re: Motion for Sanctions Pursuant to Rule 11 of the Federal Rules of Civil Procedure

Dear Mr. Rubinstein,

It has now been over a year since your client improperly (and through tyranny) suspended claims filed by the Mandelbrot Law Firm. These improper acts were to delay claims filed by the Mandelbrot Law Firm, to harm beneficiaries and Mandelbrot, to harass the Mandelbrot Law Firm and Trust beneficiaries and to needlessly increase the cost of litigation. Unfortunately, after Chief Bankruptcy Judge Cecelia G. Morris indicated that you didn't have authority to suspend claims, you "should have" audited claims and that you have to do something to process claims, you instead chose to file an adversarial complaint against me and my office. This complaint was signed and verified by Jared Garelick and filed by you and your office in clear violation of Federal Rules of Civil Procedure - Rule 11. Please allow this letter to serve as a "**Notice**" and trigger to your 'safe harbor' period in which you have 21 days whereby you can withdraw/dismiss your complaint and avoid sanctions. The Motion for Sanctions will be filed pursuant to Rule 11 of the Federal Rules of Civil Procedure and based on the facts below.

Specific Facts Subjecting You and Garelick to Rule 11 Monetary Sanctions

The specific grounds on which a Federal Rule 11 Sanctions will be sought against you and Mr. Garelick are as follows:

- 1) Presenting to the Court a pleading (your adversarial complaint) with the improper purpose to harass, cause unnecessary delay, and to needlessly increase the cost of litigation.
 - a. You received clear guidance from Chief Judge Morris and wholly ignored her instructions. As you know, I have indicated that any suspension and lack of audit was wholly misguided. The Judge specifically indicated that you 'had' to do something to process claims. After an improper suspension (delay) of over a year, you then chose to file an adversarial complaint to delay processing and payment of claims, harass my office and to needlessly increase the cost of litigation (and, of course, your billings to the Trust).

Exhibit D


- 2) Presenting to the Court a pleading (your adversarial complaint) with claims and legal contentions that are not warranted by existing law and with a frivolous argument for extending, modifying, or reversing existing law or for establishing new law.
 - a. See letter dated September 9, 2015 from Mandelbrot to Chief Judge Morris. Simply put, you are putting forth 'bad law' (that the Trust Agreement controls) and your argument for extending existing law (that you have the authority to suspend) is wholly frivolous.

- 3) Presenting to the Court a pleading (your adversarial complaint) with factual contentions which have no evidentiary support after having had a reasonable opportunity for further investigation or discovery.
 - a. As noted, you've never audited Mandelbrot Manville claims. Your factual contentions about Mandelbrot Manville claims, your authority to suspend claims, and misleading the Court regarding Mandelbrot's background of claim filing have no evidentiary support after having a reasonable opportunity to investigate
 - b. Your discussion of the Hindman claim and my office's claim filing practices has no evidentiary support. Facts (my own depo testimony) were presented to you a year ago clearly displaying that Hindman had a) mesothelioma; and b) exposure to Manville products. Moreover, my deposition proved that I am clearly understand the obligations and responsibilities for claim filings.
 - c. Calling a convicted felon an allegedly "rogue employee" also violates this rule. The Manville claim filing system clearly displayed that it was Lynch who filed this claim and Garelick submitted a victim impact statement during his sentencing. You were well aware that this was no 'rogue employee' but a convicted felon (where the Trust was the victim).
 - d. You wholly misled the Court about my office's withdraw of claims. You clearly had evidence that claims were withdrawn (and a confirmation e-mail from me) prior to the time the Complaint was filed. Your representation that I have not withdrawn claims and am harming my own clients (when it is you trying to extort these same claims from me) is a factual contention with no evidentiary support and needs to be removed.

I again urge the Manville Trust to immediately drop the suspension of my office and to dismiss the adversarial complaint entirely. The Motion for Sanctions will seek all expenses and attorney fees in addition to requesting an extensive Order detailing your and Garelick's misconduct (and will be immediately forwarded to the respective State Bars). Moreover, should a voluntary dismissal of the Complaint not take place, I will request the Court impose monetary sanctions on its own under Rule 11(c)(3) at the status conference. We will, of course, request all sanctions be paid to my office.

I can be reached at (415) 895-5175 should you have any questions. Please call anytime.

Sincerely,


Michael J. Mandelbrot



Office of the General Counsel

May 26, 2015

Sonoma County Probation Department
Chad McInnis, DPO
VIA EMAIL
Chad.mcinnis@sonoma-county.org

Re: Victim Statement and Request for Restitution
Defendant: John Francis Lynch IV
Court No.: SCR-662265
File No.: 132502

Dear Mr. McInnis,

Regarding the sentencing of John Lynch, the Manville Personal Injury Settlement Trust (the "Manville Trust" or "Trust") has lost \$24,250 as a result of Mr. Lynch's crime and it requests restitution in that amount. The victims of the crime are not the Trustees or employees of the Manville Trust but its beneficiaries. Money stolen from the Manville Trust reduces the already inadequate funds available to compensate people genuinely injured by exposure to asbestos, and their survivors. Mr. Lynch defrauded the Trust knowing that he was taking money from sick and dying people, and he should be punished accordingly.

Background

The Manville Trust was established in 1988 as part of the bankruptcy reorganization of the Johns-Manville Corporation to resolve that corporation's enormous asbestos personal injury liabilities. Claims Resolution Management Corporation ("CRMC"), a subsidiary of the Manville Trust, processes the claims on behalf of the Trust.

Trust claims are resolved following procedures set forth in a document approved by the federal courts called the Manville Trust Distribution Process ("TDP").¹ In September 2002, the original 1995 TDP was revised in certain respects ("the 2002 TDP"),² but the overall administrative claims process remains essentially the same.

¹ The initial TDP ("1995 TDP") was approved by the federal courts overseeing class action litigation against the Trust. *In re Joint E. & S. Dist. Asbestos Litig. (Findley v. Falise)*, 878 F. Supp. 473 (E. & S.D.N.Y. 1995), *aff'd in relevant part, rev'd in part, vacated and remanded on other grounds*, 78 F.3d 764 (2d Cir. 1996).

² *In re Joint E. & S. Dist. Asbestos Litig.*, 237 F. Supp.2d 297 (E. & S.D.N.Y., Bankr. S.D.N.Y. 2002). A copy of the 2002 TDP, which with minimal amendments remains in effect, can be found online at the website of the Trust's CRMC claims processing subsidiary, www.claimsres.com, under the "Documents" tab for Manville Trust, under the letter "T."

Chad McInnis, Sonoma County
May 26, 2015
Page 2

Under the TDP, the Trust resolves most claims with a settlement payment determined by a matrix of scheduled asbestos-related diseases and settlement values. That is, if a claimant provides evidence that he or she was exposed to Manville asbestos and also suffered from one of several scheduled asbestos-related diseases, the claimant receives an automatic Scheduled Value settlement offer corresponding to the Scheduled Disease from which he or she suffered.

Because it was clear that the Trust's future liabilities far exceed its assets, the TDP directs that each claimant receive in payment only a *pro rata* payment percentage, a certain number of cents for each dollar of the full liquidated value of his or her claim.

The highest value Scheduled Disease under the TDP, by far, is mesothelioma. Mesothelioma is a horrible and nearly always fatal cancer that is highly associated with asbestos exposure. Most people diagnosed with mesothelioma have a history of exposure to asbestos. The fraudulent claim John Lynch submitted to the Trust alleged that the claimant died from mesothelioma, and it was accompanied by copies of medical reports and other documents that were typical of documents submitted to support mesothelioma claims. The Trust settled the claim for the standard Scheduled Value for a mesothelioma claim.

The Loss

The TDP Scheduled Value for mesothelioma is \$350,000. At the time of Mr. Lynch's fraud, the Trust's *pro rata* payment percentage was 7.5%. That is, each claimant settling a claim would receive 7.5% of the claim's total settlement value. Accordingly, the Trust made a settlement payment of \$26,250.00 (7.5% of the total value).

The Trust already has received from another source \$2,000.00 in partial compensation for this loss. Mr. Lynch's former employer, Michael J. Mandelbrot, told the Trust that Mr. Lynch paid him \$2,000.00 in repayment of a personal loan, and that after discovering Mr. Lynch's fraud he concluded that the money represented fruits of that fraud and that he should not keep it. It was apparently Mr. Mandelbrot who discovered Mr. Lynch's fraudulent Manville Trust claim and reported it to the authorities. For that, as well as for the partial compensation he paid, the Manville Trust acknowledges and thanks Mr. Mandelbrot.

The Trust's loss, therefore, is the \$26,250.00 that it paid to settle the fraudulent claim, minus the \$2,000.00 in partial compensation it received from Mr. Mandelbrot.

Effect of Loss

Every dollar wrongfully taken from the Manville Trust reduces the assets it has available for compensating *bona fide* Trust beneficiaries. As a former employee of an asbestos claims processing facility and of a law firm that files asbestos personal injury claims, Mr. Lynch was fully aware of this. Knowing that the courts have set these limited funds aside for people with genuine injuries, Mr. Lynch still decided to appropriate some for himself, using his specialized knowledge to forge convincing supporting documents. Stealing from such a fund is particularly reprehensible, especially by someone like Mr. Lynch with special knowledge of the operations

Chad McInnis, Sonoma County
May 26, 2015
Page 3

and purpose of these funds. Justice demands that John Lynch gain nothing from his crime, and that he repay the money he stole from the Manville Trust's beneficiaries.

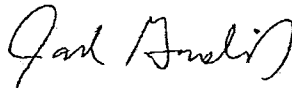
Request for Restitution

The Manville Trust requests restitution in the amount of \$24,250.00. This represents the \$26,250.00 it paid to settle the fraudulent claim Mr. Lynch filed, minus the \$2,000.00 in partial compensation the Trust has already received from another source.

The Trust expresses no opinion regarding the appropriate jail sentence of Mr. Lynch. That is a matter for the Sonoma County courts to determine. The Trust's only comment in that regard is to note the importance of deterring theft from the Manville Trust, or from any fund of money similarly established for the benefit of people with injuries.

Thank you for considering this request for restitution.

Very truly yours,



Jared S. Garelick
General Counsel

cc: Manville Trustees