

COMMON LAW DIRECT ACTION SETTLEMENT FUND CLAIM FORM

Submit completed Claim Form to:

Donald E. Ward, Administrator
Special Claims Services, Inc.
809 Coshocton Avenue, Suite 1
Mount Vernon, OH 43050
telephone: (740) 397-8000

PART A: CLAIMANT INFORMATION

1. Claimant Identification:

First Name Middle Name Last Name Sr., Jr., etc.

Social Security No.: ____-____-____ Date of Birth: ____/____/____

Mailing address: _____
Street Address

City, State and Zip Code

Telephone number: _____
check one: home office mobile

Email address: _____@_____

2. If Claimant is *deceased*, please complete the following:

Date of Death: ____/____/____

A copy of the death certificate is attached (*check one*): yes no

Note: If Claimant is deceased, a copy of the death certificate *must* be attached to this Claim Form.

3. If Claimant is an incompetent and has a representative other than or in addition to Claimant's attorney, *or* if Claimant is deceased and Claimant's estate has a representative other than or in addition to Claimant's attorney, please complete the following:

Estate Representative Identification (or Representative If Claimant Is Incompetent):

First Name Middle Name Last Name Sr., Jr., etc.

Mailing address: _____
Street Address

City, State and Zip Code

Telephone number: _____
check one: home office mobile

Email address: _____@_____

Relationship to Claimant: _____

check one: spouse child executor conservator
 guardian administrator other (*specify*): _____

PART B: REPRESENTATION

If Claimant is represented by an attorney, please complete the following:

Attorney's name: _____

Law firm's name: _____

Mailing address: _____

Street Address

City, State and Zip Code

Telephone number: _____

Facsimile number: _____

Attorney's email address: _____@_____

Paralegal's name: _____

Paralegal's email address: _____@_____

Law firm's tax identification number: _____

PART C: ELECTIONS AND CERTIFICATIONS

Each Claimant *must* make each of the following elections and certifications:

1. The Claim is being filed pursuant to Section 6.7(a)(i) of the Common Law Direct Action Settlement Fund Distribution Procedures, and Claimant or the Person on whose behalf the Claim is being filed is included on Exhibit A of the Common Law Direct Action Settlement Fund Distribution Procedures (*check one*): yes no
2. The Claim is being filed pursuant to Section 6.7(a)(ii) of the Common Law Direct Action Settlement Fund Distribution Procedures, and attached are the following: (a) deposition testimony or documentary evidence showing that Claimant or the Person on whose behalf the Claim is being filed worked at a job site at which Travelers conducted an asbestos safety inspection during the period in which Claimant or the Person on whose behalf the Claim is being filed worked at that job site; (b) deposition testimony or documentary evidence showing that a Common Law Direct Action lawsuit against Travelers would not have been barred as of June 19, 2002 by the applicable statutes of limitations for such claims; and (c) a check in the amount of \$150.00 payable to the "Common Law Direct Action Settlement Fund" (*check one*): yes no
3. The Claim relates to exposure to asbestos or asbestos-containing products that occurred exclusively prior to December 5, 1980 (*check one*): yes no unknown
4. I want to be included on the service list for receiving copies of pleadings, motions, objections and other documents filed with the Bankruptcy Court relating to the Common Law Direct Action Settlement Fund (*check one*): yes no

5. I want my attorney to be included on the service list for receiving copies of pleadings, motions, objections and other documents filed with the Bankruptcy Court relating to the Common Law Direct Action Settlement Fund (*check one*): yes no
6. I have submitted a claim to the Statutory Direct Action Settlement Fund or the Hawaii Direct Action Settlement Fund (*check one*): yes no
7. If the answer to Question 6 is “yes,” complete the following:

Name of fund (*check one*): Statutory Direct Action Settlement Fund
 Hawaii Direct Action Settlement Fund
 both

Date of submission(s): _____

Status of claim (*check one*): pending
 accepted
 rejected
 withdrawn

Amount received on account of claim: \$_____

Copies of all documents submitted to the Statutory Direct Action Settlement Fund or the Hawaii Direct Action Settlement Fund are attached (*check one*): yes no

Note: If the answer to Question 6 is “yes,” copies of all documents submitted to the Statutory Direct Action Settlement Fund or the Hawaii Direct Action Settlement Fund **must** be attached to this Claim Form.

PART D: TYPE OF CLAIM

Indicate the type of Claim that Claimant asserts against the Common Law Direct Action Settlement Fund (*check one*):

- Mesothelioma (Level I Claim)

If Claimant asserts a Level I Claim, indicate which of the following applies (*check one*):

- I certify that the Claim was previously paid by the Manville Trust as a Level 8 mesothelioma claim.
- The Claim is supported by a diagnosis of mesothelioma.

- Lung cancer (Level II Claim)

If Claimant asserts a Level II Claim, indicate which of the following applies (*check one*):

- I certify that the Claim was previously paid by the Manville Trust as a Level 6 or Level 7 lung cancer claim.
- The Claim is supported by a diagnosis of primary lung cancer plus supporting medical documentation establishing asbestos exposure as a contributing factor in causing the lung cancer.

- Other cancer (Level III Claim)

If Claimant asserts a Level III Claim, indicate which of the following applies (*check one*):

- I certify that the Claim was previously paid by the Manville Trust as a Level 5 other cancer claim.

- The Claim is supported by a diagnosis of primary colorectal, laryngeal, esophageal, pharyngeal or stomach cancer plus supporting medical documentation establishing asbestos exposure as a contributing factor in causing the cancer.
- Nonmalignant claim (Level IV Claim)

If Claimant asserts a Level IV Claim, indicate which of the following applies (*check one*):

- I certify that the Claim was previously paid by the Manville Trust as a Level 1, Level 2, Level 3 or Level 4 nonmalignant claim.
- The Claim is supported by a diagnosis of a Bilateral Asbestos-Related Nonmalignant Disease.

PART E: GENERAL RELEASE

Each Claimant *must* submit a completed and executed *General Release* in the form attached as *Exhibit 1*. Indicate one of the following (*check one*):

- A completed and executed *General Release* is attached to this Claim Form.
- A completed and executed *General Release* was submitted to Travelers or to the Administrator prior to the establishment of the Common Law Direct Action Settlement Fund.

PART F: SIGNATURE AND NOTARIZATION

This Claim Form *must* be signed by Claimant or the person submitting this Claim Form on behalf of Claimant. The signature *must* be notarized.

By signing this Claim Form, I certify that all statements and representations contained herein are true and accurate to the best of my knowledge, information and belief.

Signature

Name and Relationship to Claimant (*if signed by someone other than Claimant*)

Sworn to before me this _____ day of _____, 20_____.

Notary Public
My commission expires:

If Claimant is represented by an attorney, Claimant's attorney *must* sign this Claim Form and *must* complete the certification below (if applicable).

Attorney's Signature

Attorney's Name

I hereby certify on this _____ day of _____, 20____, that the original of this Claim Form and the original of the *General Release* attached to this Claim Form will be maintained by me for a period of five (5) years after the Claim Form Deadline.

Attorney's Signature

Attorney's Name

EXHIBIT 1
GENERAL RELEASE

Know That

1. I understand that the Common Law Direct Action Settlement Fund (referred to herein as the "FUND") was or will be established pursuant to the terms of the *Settlement Agreement* dated May 21, 2004 (including all of its attachments), as approved by the United States Bankruptcy Court for the Southern District of New York in *In re Johns-Manville Corp. et al.*, Nos. 82 B 11656, 82 B 11657, 82 B 11660, 82 B 11661, 82 B 11665 through 82 B 11673 inclusive, 82 B 11675, 82 B 11676.

2. Effective immediately upon (a) "TRAVELERS" (as defined below) payment to the FUND and (b) a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, and without any further action, I hereby fully release, waive and discharge all rights or claims of any kind against the FUND, its trustees, directors, officers, agents, servants, employees, attorneys, successors and assigns.

3. Effective immediately upon (a) "TRAVELERS" payment to the FUND and (b) a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, and without any further action, I hereby fully release and discharge TRAVELERS from any and all claims, actions, causes of action, suits, lawsuits, cross-complaints, counterclaims, affirmative defenses, writs, requests, demands, controversies, agreements, promises, understandings, settlements, liabilities, damages, liens, losses, costs, expenses, judgments, and executions whatsoever, whether known or unknown, asserted or unasserted, manifested or unmanifested, in law, admiralty, bankruptcy, equity or otherwise ("CLAIMS"), which against TRAVELERS I, my heirs, executors, administrators, successors and assigns hereafter can, shall or may have, from the beginning of the world to the date of this RELEASE, for, upon, or by reason of any matter, cause or thing whatsoever arising from or relating to, in whole or in part, exposure to asbestos, including but not limited to, CLAIMS for expressed and implied warranties, strict liability, negligence, statutory violations, gross negligence, intentional tort, nuisance, fraud, civil conspiracy, misrepresentation, actual damages, punitive and exemplary damages, personal injuries, bodily injury, illness, wrongful death, mental anguish, fear of bodily injury, illness or death, loss of consortium (including spousal, children's or parental consortium), loss of love, society and companionship, attorneys' fees, expenses, and common law or statutory penalties or recompense. This RELEASE further includes, but is not limited to, CLAIMS against TRAVELERS arising from or relating to, in whole or in part, exposure to asbestos: (i) in disclosing, failing to disclose, suppressing, misrepresenting, or conspiring with any "ENTITY" (as defined below) (including, but not limited to, Johns-Manville Corporation), to disclose or fail to disclose, suppress or misrepresent, or acting in concert with any ENTITY (including, but not limited to, Johns-Manville Corporation) to disclose or fail to disclose or suppress or misrepresent, any facts, information, knowledge or beliefs about asbestos or its hazardous properties; (ii) in the handling, defense, trial, appeal or settlement, or participation in the handling, defense, trial, appeal or settlement of any CLAIM arising from or relating to, in whole or in part, bodily injury or death proximately caused by exposure to asbestos asserted against any ENTITY (including, but not limited to, Johns-Manville Corporation); (iii) in surveys or loss prevention or control activities undertaken, or not undertaken, or allegedly undertaken or allegedly not undertaken by TRAVELERS with respect to any ENTITY (including, but not limited to, Johns-Manville Corporation) resulting in an alleged CLAIM arising from or relating to, in whole or in part, asbestos; or (iv) for what is commonly referred to as "bad faith" arising from or relating to, in whole or in part, asbestos and which includes, but is not limited to, CLAIMS that allege unfair competition, unfair or deceptive claims handling or trade practices, lack of good faith and fair dealing, actual or constructive fraud, and actual or constructive breach of fiduciary duty. Notwithstanding anything herein to the contrary, this RELEASE does not include CLAIMS for damages to real property as a result of the presence of asbestos in such real property.

4. This RELEASE is intended to be as broad and comprehensive as possible so that TRAVELERS shall never be liable, directly or indirectly, to me or to my beneficiaries, heirs, executors, administrators, successor, assigns, or any ENTITY claiming by, through, under or on behalf of me for any matter, cause or thing whatsoever, from the beginning of the world to the date of this RELEASE, arising from or relating, in whole or in part, to asbestos.

5. Whenever the text hereof requires the use of gender or singular number, such gender or number shall include the appropriate gender or plural number.

6. I acknowledge that I: (i) was represented by counsel in executing this RELEASE or had the opportunity to be, but elected not to be, represented by counsel in executing this RELEASE; (ii) if I was represented by counsel in executing this RELEASE, relied on the advice of counsel and on my own judgment, belief and knowledge of the damages, as well as the liability questions involved, in signing this RELEASE; (iii) relied on no written or oral promise, representation or communication of TRAVELERS in executing this RELEASE; (iv) understand that I am releasing conduct of TRAVELERS arising from or relating to, in whole or in part, asbestos with respect to policyholders other than Johns-Manville Corporation, the identity of which policyholders I may be unaware, and that I nevertheless voluntarily release TRAVELERS for such conduct; (v) understand that I may be waiving claims against TRAVELERS arising from or relating to, in whole or in part, asbestos that I presently am unaware of, including claims related to later acquired or manifested illnesses, diseases, bodily injury or personal injury, and voluntarily do so after advice of counsel and in full recognition and understanding that this RELEASE waives any benefit of state or federal statutes limiting the effect of releases (including without limitation California Civil Code § 1542, which provides that "A general release does not extend to the claims of which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."); (vi) expressly intend that when TRAVELERS makes its payment to the FUND and upon a determination by the Common Law Direct Action Settlement Fund Administrator of my right to receipt of a payment from the FUND, that right to payment to me from the FUND will be full and complete satisfaction for all my CLAIMS against TRAVELERS arising from or relating to, in whole or in part, asbestos released herein, as described above; and (vii) expressly intend that when I receive a payment from the FUND, I accept that payment in full and complete satisfaction for all of my remaining CLAIMS against the FUND released herein.

7. This RELEASE may not be changed orally. Subject to the provisions of Paragraph 2, above, this RELEASE IS FINAL, and non-revocable regardless of any court ruling in the future.

8. The term TRAVELERS means: The Travelers Indemnity Company, Travelers Casualty and Surety Company, Travelers Property Casualty Corp., Citigroup Inc., The Travelers Insurance Company, Travelers Life and Annuity Company, and each of their respective direct or indirect parents, subsidiaries and sister companies (*i.e.*, ENTITIES that are directly or indirectly owned or controlled by a common parent or holding company), as well as each of their respective predecessors, successors, assigns, officers and directors (for purposes of this definition, all of the ENTITIES described above are collectively referred to as the "Released Parties"). "Travelers" shall also include future parents, subsidiaries and sister companies of the Released Parties (or successors of any of the foregoing), provided, however, that nothing in this RELEASE shall be construed to release The St. Paul Companies (as constituted prior to April 1, 2004) or any company first acquiring, acquired by or merging with any of the Released Parties on or after May 21, 2004 from any liability for such Entity's own conduct and not for conduct relating to or arising from acts, omissions, conduct or issuance of insurance by the Released Parties. "Travelers" shall also include past parents, subsidiaries or sister companies of any of the Released Parties (or successors of any of the foregoing), provided, however that nothing in this RELEASE shall be construed to release any such past parent, subsidiary or sister company that no longer is a parent, subsidiary or sister company of any of the Released Parties as of May 21, 2004 for its own conduct after its ownership of or by or affiliation with any of the Released Parties ended and not relating to or arising from acts, omissions, conduct or issuance of insurance by any of the Released Parties. By way of example, "Travelers" shall not include Aetna Inc., or any of its predecessors in interest, for their own conduct post-dating April 1996 relating to or arising from acts, omissions, conduct or issuance of insurance and not relating to or arising from acts, omissions, conduct or issuance of insurance by any of the Released Parties.

9. The term ENTITY means any natural or legal entity or person, including but not limited to an individual, a corporation, a partnership, an association, a trust, a joint venture, a union, any other entity or organization, and any federal, state or local government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof.

10. This RELEASE is not intended to release or discharge any ENTITIES other than TRAVELERS and the FUND.

11. This RELEASE shall be construed and interpreted only in accordance with the laws of the State of New York (without regard to choice of law principles).

12. Any claim, action, causes of action, suit or lawsuit concerning this RELEASE shall be brought in the United States Bankruptcy Court for the Southern District of New York and RELEASOR and RELEASEE shall submit to and waive any objection to, the personal jurisdiction of the courts of the State of New York for purposes of any action concerning this RELEASE. If I bring a CLAIM arising from, relating to or concerning this RELEASE in a

