

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

**ARMSTRONG WORLD INDUSTRIES,
INC. ASBESTOS PERSONAL INJURY
SETTLEMENT TRUST** *et al.*

Plaintiffs,

v.

ALDRICH PUMP LLC, *et al.*

Defendants.

In re:

ALDRICH PUMP LLC, *et al.*,

Debtors.

Miscellaneous Proceeding (JCW)

No. 22-00303 (JCW)

(Transferred from District of Delaware)

Chapter 11

Case No. 20-30608

**NON-PARTY VERUS TRUSTS’ OPPOSITION TO DEBTORS’ MOTION FOR
REHEARING CONCERNING THE ISSUE OF SAMPLING
ON DCPF’S SUBPOENA-RELATED MOTION**

On March 9, 2023, Aldrich Pump LLC and Murray Boiler LLC (together, the “**Debtors**”) made the strategic decision to file a Motion for Rehearing Concerning the Issue of Sampling *only* with respect to DCPF’s Subpoena-Related Motions (the “**Rehearing Motion**”). (Dkt. No. 54.)

The eight non-party asbestos settlement trusts identified below¹ (collectively, the “**Verus Trusts**”), are parties to an associated matter captioned *AC&S Asbestos Settlement Trust v. Aldrich Pump LLC* (the “**Trust Matter**”) (Case No. 23-00300) but were not named, or otherwise

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.



identified, in the Rehearing Motion for reasons that raise serious concerns about due process and fairness. The Verus Trusts are constrained to file this limited objection to the Rehearing Motion so that their interests in a pending motion to quash in the Trust Matter are not unfairly prejudiced or circumvented by the Debtors' litigation tactics.

The Verus Trusts also are constrained to note that consideration of the burdens associated with complying with the subpoenas served by the Debtors cannot be performed in a vacuum. The Verus Trusts are constant targets for broad-sweeping and time-consuming subpoenas like the ones served by the Debtors which seek to distract the Verus Trusts from performing their fiduciary obligations to their trust claimants and instead seek to transform the Verus Trusts into an information clearinghouse for debtors and insurers alike who are waging a nationwide battle with asbestos claimants. The Verus Trusts have no dog in that hunt and should not be required to expend their finite human capital and financial resources responding to endless and hopelessly broad subpoenas.

In this case, the Debtors' declaration that they will pay for the cost of compliance with the subpoenas is a fallacy because there is no compensation provided for the lost productivity that the Verus Trusts continually suffer each time another "give us everything" subpoena is received from a debtor or insurer and legal fees must be incurred to respond to and narrow the scope of production. In the interests of fairness and proportionality, the Court should stand by its 10% sampling ruling, which strikes the appropriate balance between the "need" for information and not unduly burdening third parties who do not deserve to get dragged into litigation matters in which they have no interest. In reinforcing its 10% sampling ruling, the Court will avoid continued motion practice in this matter and can pave the way for much more efficient use of judicial and party resources in future matters.

BACKGROUND

1. The Verus Trusts incorporate by reference the procedural history outlined in their Motion for Adjournment and Related Relief (the “**Motion for Adjournment**”). (Dkt. No. 58.) In brief, the Trust Matter originated in the District of New Jersey where the Verus Trusts filed a motion to quash subpoenas that the Debtors served on the Verus Trusts (the “**Verus Subpoenas**”) which sought a vast amount of information from the Verus Trusts and which would have imposed a significant financial and resource burdens on the Verus Trusts (the “**Verus Motion to Quash**”). While the Verus Motion to Quash was pending, this Court issued a ruling in connection with subpoenas that were issued to the Delaware Claims Processing Facility (the “**DCPF Subpoenas**”), which sought similarly broad and burdensome information. The Court’s ruling restricted production for the DCPF Subpoenas to a 10% sampling of asbestos claimant information (the “**Sampling Ruling**”).

2. As a result of the Sampling Ruling and the Debtors’ representation that they would accept a 10% sampling from the Verus Trusts to comply with the Verus Subpoenas, the Verus Trusts agreed to transfer the Verus Motion to Quash to this Court and further agreed to make a production in accordance with this Court’s determinations with respect to how the sampling would be accomplished. The Verus Trusts expressly reserved their rights to be heard on any final agreement reached between the Debtors and the Claimants with respect to any production but they also made clear that they were prepared to abide by the Sampling Ruling and consensually resolve the Verus Subpoenas to avoid further burdening the Court with this matter.

3. The Verus Trusts’ agreement to transfer was explicitly subject to the Debtors’ representation that the Sampling Ruling would control and the Verus Trusts detrimentally

relied on that representation when they consented to leave their chosen forum – the compliance court – to complete adjudication of the Verus Subpoenas in this Court. As set forth in the Motion for Adjournment, the Debtors are now trying to renege on their sampling agreement and create a dynamic where the Verus Trusts will lose their opportunity to be heard on the Verus Motion to Quash and, instead, will be “bound” by the outcome of this motion even though the Debtors made the conscious decision not to name or otherwise referenced the Verus Trusts in the Rehearing Motion.

4. The Verus Trusts tried to avoid any unfairness or surprise with respect to the Rehearing Motion by having the Debtors agree to a brief adjournment of the motion so that the Debtors could articulate their basis for walking back from the 10% sampling agreement with the Verus Trusts and allow the Verus Trusts a reasonable period of time to respond. This way the Court would have a complete record before making any determination with respect to the Rehearing Motion and the Verus Motion to Quash. But the Debtors refused – both to articulate the reasons why they believe they can renege on the 10% sampling agreement reached with the Verus Trusts and to consent to the creation of a complete record before this Court rules on their request for reconsideration of the Court’s Sampling Ruling, (*See* Declaration of Lynda A. Bennett Esq. in Support of Motion to Adjourn (hereinafter “**Bennett Adjourn Decl.**”), dated March 20, 2023, Ex. F.) Accordingly, the Court set the Verus Trusts’ motion for hearing on March 30, 2023, which will be heard before the Rehearing Motion.

5. The Verus Trusts respectfully submit this opposition to the Rehearing Motion out of an abundance of caution to avoid getting caught in the trap laid by the Debtors that could result in the Debtors trying to misuse the outcome of the Rehearing Motion against the Verus

Trusts before they have been given a full and fair opportunity to be heard on the Verus Motion to Quash and the Debtors' recent change in position on sampling.

ARGUMENT

6. The Verus Trusts incorporate by reference their objection to the Debtors filing the Rehearing Motion without naming or otherwise noticing the Verus Trusts, as outlined in their Motion for Adjournment. (Dkt. No. 58.) The Verus Trusts have been unduly prejudiced by being forced to respond – on a shortened timeframe – to a Motion they were neither named in nor given notice of.² Indeed, even after filing their motion to intervene, the Verus Trusts' pending motions to quash the Verus Subpoenas, which were filed in the District of New Jersey, have not been noticed for a hearing by the Debtors. (See Trust Matter Dkt. No. 2.)

7. Because the Verus Trusts were not involved with the original motion record in any capacity, they are operating from a position of severe disadvantage in responding to the Rehearing Motion. Accordingly, they must rely upon the positions set forth by the DCPF Trusts, DCPF, Matching Claimants, and the Official Committee of Asbestos Personal Injury Claimants in their respective objections and responses to the Rehearing Motion. (Dkt. Nos. 63, 69, 70, 72) as those parties have direct knowledge of the circumstances leading up to the Sampling Ruling, the Debtors' temporary compliance with that ruling, and then the Debtors' more recent motivations for seeking a do over.

8. With respect to the Verus Subpoenas, the Verus Trusts incorporate by reference all arguments set forth in the Verus Motion to Quash filed in the District of New Jersey, which

² As outlined in the Verus Trusts' Motion for Adjournment, the Verus Trusts are non-parties to this matter and – because they were operating with the understanding that the Debtors and Claimants' counsel were actively negotiating a resolution that would include the 10% sample – had no reason to expend additional time and resources to attend the hearing on February 14th. (Motion for Adjournment at n.3 (Dkt. No. 58).) The Verus Trusts incorporate by reference and join in Verus' argument, as set forth in its Reply in Further Support of Motion for Adjournment and Related Relief, that the Debtors' representation that Verus and the Verus Trusts had notice of their Motion for Rehearing is conclusory and unsupported by the facts.

were subsequently transferred to this Court. (Trust Matter Dkt. No. 2.) In brief, the Debtors violate Federal Rules of Civil Procedure 26 and 45. The Verus Subpoenas are “overbroad,” “unduly burdensome,” and disproportional to the Debtors’ needs. *See* Fed. R. Civ. P. 26(b)(1); 45(d)(3)(A)(iv). In their communications with counsel for the Verus Trusts, counsel for the Debtors have represented that the motions to quash the Verus Subpoenas are “fully briefed” and thus no further argument is needed. (Bennett Adjourn Decl. Ex. C at 1.) As outlined in the Motion for Adjournment, however, the landscape has changed significantly since the Verus Motion to Quash was briefed because the Debtors agreed to accept a 10% sampling of claimant data in compliance with the Verus Subpoenas. The Debtors are now trying to renege on that agreement without stating the reasons why they should be permitted to do so, especially after the Verus Trusts detrimentally relied upon that agreement when they consented to leave the compliance court and come to this jurisdiction for final adjudication of the Verus Subpoenas. The Verus Trusts reserved – and continue to reserve – their rights to fully brief the issues when, and if, the Debtors move directly against the Verus Trusts. This is consistent with the most basic requirements of due process. *See In re Mileski*, 416 B.R. 210, 220 (Bankr. W.D.N.C. 2009).

9. Setting aside the recent change in position by the Debtors on the binding nature of the Court’s Sampling Ruling, the Verus Trusts have been raising the need for sampling to reasonably address the burden issues associated with the Verus Subpoenas since the case began in New Jersey. (Trust Matter Dkt. No. 2.) There is no dispute – and in fact the Debtors concede – that the Verus Trusts have been advocating for a 10% sampling limitation since the very beginning. (Debtors’ Opposition to Verus Trusts’ Motion for Adjournment and Related Relief at 3 (Dkt. No. 89).) Indeed, in the pending Verus Motion to Quash, the Verus Trusts

noted that the subpoenas were “unduly burdensome and lack proportionality because they fail to incorporate a 10 percent sampling mechanism.” (Motion to Quash, Trust Matter Dkt. No. 2 at 29.)

10. Unfortunately, the Verus Trusts have extensive experience with receiving and responding to overly broad and unduly burdensome subpoenas because they have been served with them many times before in many different jurisdictions. (*See* Supplemental Declaration of Lynda A. Bennet, Esq., (hereinafter “**Bennett Suppl. Decl.**”), dated March 28, 2023, Ex. A.) Both debtors in bankruptcy and insurers in coverage litigation have developed a litigation strategy of making the Verus Trusts a prime target for gathering asbestos claimant data and seeking to compel production of massive amounts of privileged, personally identifiable, and proprietary information that *may* be useful in their lawsuits. Even more concerning, both debtors and insurers have turned to the same expert – Bates White – to collect and analyze any information that is produced in response to such subpoenas, creating a centralized database of information that presents tremendous security risks and concerns, especially given the heightened cyber risk environment that exists today with respect to such aggregated information. (*See* Bennett Suppl. Decl. Ex. A.)³

11. For more than a decade now, the Verus Trusts have been compelled to incur significant legal fees and expenses to respond to and narrow the scope of those subpoenas and it is appropriate for the Court to consider the larger impact that may result when a non-party is subject to serial subpoena practices. *See, e.g., Broussard v. Lemons*, 186 F.R.D. 396, 398 (W.D. La. 1999) (finding that the cost of compliance for a medical facility that “undoubtedly

³ Exhibit A contains a chart of all of the subpoenas that the Verus Trusts have received during the course of the last thirteen years and we have bolded the cases where Bates White has been confirmed as a disclosed expert in the matter.

receive[ed] numerous subpoenas and other forms of requests for medical records” was “*significant*”).

12. To provide the Court with a sense of scale, the Verus Trusts have received *nine* subpoenas in the last fourteen years, and they are often asked to produce tens – if not *hundreds* of – thousands of claimant records. (See Bennett Suppl. Decl. Exs. B–J.)⁴ By way of example only, the Verus Trusts received subpoenas in the following matters, seeking in excess of 760,000 claimant records:

Case	Discovery Sought from Trusts
<p><u>Congoleum Corp. v. ACE American Insurance Co.</u></p> <p>Docket No. MID-L-8908-01 (Sup. Ct. of NJ); Case No. 09M-01-084 (DE Sup. Ct., New Castle County)</p>	<p>All documents and data relating to 122,000 claimants.</p>
<p><u>Federal Mogul Insurance Litigation</u></p> <p><i>Federal Mogul Products, Inc. v. AIG Cas. Co.</i>, No. MRS-L-2535-06 (Sup. Ct. N.J. Morris Cty.) (Judge Rand)</p>	<p>Claim submissions, files, claim status and settlements related to Wagner claimants (about 109,000).</p>
<p><u>National Union Insurance Litigation</u></p> <p><i>National Union Fire Ins. Co. v. Porter Hayden Co.</i>, No. 03-3414 (D. Md. Baltimore) (Judge Blake)</p>	<p>Claim submissions, claim status and settlements related to certain listed claimants (about 63,000).</p>
<p><u>Rapid</u></p> <p>In re Rapid-American Corporation, 13-bk-10687 (S.D.N.Y) (Judge Bernstein)</p> <p><i>Rapid, et al. v. Travelers, et al.</i> Adv. Proc. No. 15-ap-01095</p>	<p>Claim files and other information on 455,000 specific individuals identified on attachment to subpoena (if claim has been filed with particular trust).</p>

⁴ Exhibits B through J contain copies of the subpoenas received by the Verus Trusts. Where the subpoena could not be located, a copy of an Order authorizing the subpoena or a Notice of Service of the subpoena is attached.

<u>Aldrich Pump LLC, et al.</u> <i>In re: Aldrich Pump, LLC et al.</i> ; Case No. 20-30608 (JCW), (Bankr. W.D.N.C.)	Claimant Data of Trust Matching Claimants/Paddock Matching Claimants (12,000 claimants).
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(See Bennett Suppl. Decl. Ex. A.)

13. The Verus Trusts also have had to distract Verus personnel from processing claims submitted to the Trusts to support the litigation efforts pursued to quash and/or narrow the scope of the overly broad subpoenas served. None of those costs are reimbursed by the issuers of any of those subpoenas.

14. When a production is ordered by a court or is agreed to through a consensual resolution of a subpoena, Verus personnel again are diverted from performing their claims processing responsibilities to gather, review and produce the subpoenaed information. While the costs associated with that production are reimbursed to the Verus Trusts, there is no compensation provided for the lost productivity that results from the diversion of human capital away from processing the claims that are submitted to the Verus Trusts. In this way, the Debtors' argument that "all reasonable costs incurred in complying with the Subpoenas" will be covered rings hollow. (Motion for Rehearing at 21 (Dkt. No. 54).)

15. The unfairness and burdens associated with subpoena compliance are clear. That is why the Court's Sampling Ruling was correct and should remain in place. A 10% sampling production strikes the appropriate balance of providing the Debtors with information they claim they "need" while protecting the Verus Trusts from enduring the significant burdens and expenses associated with making a wholesale production of claimant data in response to the Verus Subpoenas. A 10% sampling also dramatically reduces the aggregation of the kind of confidential, privileged and proprietary information that is subject to production in response to

the subpoenas. And, as noted in the Verus Trusts' Motion to Quash, the Court's Sampling Ruling is well supported by precedent. *See, e.g., Nat'l Union Fire Ins. Co. of Pittsburgh v. Porter Hayden Co.*, No. CCB-03-3408, 2012 WL 628493, at *1 (D. Md. Feb. 24, 2012) (limiting disclosure to a random sample of 10 percent of the claimants at issue); *Fed. Hous. Fin. Agency v. JPMorgan Chase & Co.*, 2012 WL 6000885, at *8 (S.D.N.Y. Dec. 3, 2012) (approving sample to establish fraud liability); *In re Garlock Sealing Techs.*, 504 B.R. 71, 95 (Bankr. W.D.N.C. 2014) (adopting estimation approach based on responses from a claimant sample).

CONCLUSION

16. For the foregoing reasons, the Verus Trusts respectfully request that this Court deny the Rehearing Motion and confirm that the Verus Subpoenas will be subject to a 10% sampling production in full compliance with those subpoenas.

Dated: Charlotte, North Carolina
March 28, 2023

MOON WRIGHT & HOUSTON, PLLC

/s/ Andrew T. Houston

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-and-

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Attorneys for the Verus Trusts

Exhibit A

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

ARMSTRONG WORLD INDUSTRIES, INC. ASBESTOS PERSONAL INJURY SETTLEMENT TRUST <i>et al.</i> Plaintiffs, v. ALDRICH PUMP LLC , <i>et al.</i> Defendants.	Miscellaneous Proceeding (JCW) No. 22-00303 (JCW) (Transferred from District of Delaware)
In re: ALDRICH PUMP LLC , <i>et al.</i> , Debtors.	Chapter 11 Case No. 20-30608

SUPPLEMENTAL DECLARATION OF LYNDA A. BENNETT

I, **Lynda A. Bennett, Esq.**, hereby declares under penalty of perjury:

1. I am a Partner at the law firm Lowenstein Sandler LLP, and counsel for the eight non-party asbestos settlement trusts identified below¹ (collectively, the “Verus Trusts”).

2. Attached hereto as **Exhibit A** is a true and correct chart of cases in which Verus and the Verus Trusts have received subpoenas.

3. Attached hereto as **Exhibit B** is a true and correct copy of a subpoena served in *Congoleum Corp. v. ACE American Insurance Co.*; Docket No. MID-L-8908-01 (Sup. Ct. of NJ); Case No. 09M-01-084 (DE Sup. Ct., New Castle County).

¹ The eight trusts are: (i) ACandS Asbestos Settlement Trust; (ii) Combustion Engineering 524(g) Asbestos PI Trust; (iii) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (iv) GST Settlement Facility; (v) Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; (vi) Quigley Company, Inc. Asbestos PI Trust; (vii) T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and (viii) Yarway Asbestos Personal Injury Trust.

4. Attached hereto as **Exhibit C** is a true and correct copy of a subpoena served in Federal Mogul Products, Inc. v. AIG Cas. Co., No. MRS-L-2535-06 (Sup. Ct. N.J. Morris Cty.) (Judge Rand).

5. Attached hereto as **Exhibit D** is a true and correct copy of a subpoena served in *National Union Fire Ins. Co. v. Porter Hayden Co.*, No. 03-3414 (D. Md. Baltimore) (Judge Blake).

6. Attached hereto as **Exhibit E** is a true and correct copy of an Order approving a form of subpoena to the Verus Trusts in *In re Garlock Sealing Technologies, LLC*, No. 10-bk-31607 (W.D.N.C.) (Judge Hodges).

7. Attached hereto as **Exhibit F** is a true and correct copy of a subpoena served in *Ingersoll-Rand Insurance Coverage Litigation*, MID-L-252-12, N.J. Super. Ct. Law Division (Middlesex County).

8. Attached hereto as **Exhibit G** is a true and correct copy of a Notice of Service filed in connection with subpoenas sent to the individual trusts in *Garlock Sealing Tech. LLC v. Belluck & Fox LLP*; Case No. 14-cv-00118 GCM-DSC (W.D.N.C.).

9. Attached hereto as **Exhibit H** is a true and correct copy of a Notice of Service filed in connection with subpoenas sent to the individual trusts in *Garlock Sealing Tech. LLC v. Waters & Kraus LLP*; Case No. 14-cv-00130 GCM-DSC (W.D.N.C.).

10. Attached hereto as **Exhibit I** is a true and correct copy of a subpoena served in *In re Rapid-American Corporation*, 13-bk-10687 (S.D.N.Y) (Judge Bernstein).

11. Attached hereto as **Exhibit J** is a true a correct copy of a subpoena served in *In re: Imerys Talc America, Inc., et al.*, 19-10289 (LSS) (Bankr. DE).

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the forgoing
is true and correct to the best of my knowledge and belief.

Dated: Charlotte, North Carolina
March 28, 2023

s/ Lynda A. Bennett
Lynda A. Bennett, Esq.

EXHIBIT A

Subpoenas Involving Verus or Verus Trusts¹

Case	Discovery Sought from Trusts	Party Seeking Discovery (Attorney)	Date of Issuance
<p><u>Congoleum Corp. v. ACE American Insurance Co.</u>; Docket No. MID-L-8908-01 (Sup. Ct. of NJ); Case No. 09M-01-084 (DE Sup. Ct., New Castle County)</p>	<p>All documents and data relating to 122,000 claimants</p>	<p>First State Insurance Co. and Twin City Fire Insurance Co.</p>	<p>February 13, 2009</p>
<p><u>Federal Mogul Insurance Litigation</u> <u>Federal Mogul Products, Inc. v. AIG Cas. Co., No. MRS-L-2535-06</u> (Sup. Ct. N.J. Morris Cty.) (Judge Rand)</p>	<p>Claim submissions, files, claim status and settlements related to Wagner claimants (about 109,000)</p>	<p>Hartford Insurers (<i>Jim Ruggeri, Shipman & Goodwin</i>)</p>	<p>May 25, 2010</p>

¹ Bates White was involved in the cases listed in bold.

Case	Discovery Sought from Trusts	Party Seeking Discovery <i>(Attorney)</i>	Date of Issuance
<p><u>National Union Insurance Litigation</u> <u>National Union Fire Ins. Co. v. Porter Hayden Co., No. 03-3414 (D. Md. Baltimore) (Judge Blake)</u></p>	<p>Claim submissions, claim status and settlements related to certain listed claimants (about 63,000)</p>	<p>National Union (Brian Malone, Jackson & Campbell)</p>	<p>October 1, 2010</p>
<p><u>Garlock</u> <u>In re Garlock Sealing Technologies, LLC, No. 10-bk-31607 (W.D.N.C.) (Judge Hodges)</u></p>	<p>Complete database of all asbestos claims</p>	<p>Debtors (<i>Garland Cassada, Robinson, Bradshaw</i>)</p>	<p>February 14, 2012</p>
<p><u>Ingersoll-Rand Insurance Coverage Litigation</u> MID-L-252-12, N.J. Super. Ct. Law Division (Middlesex County)</p>	<p>Every database maintained by Verus on behalf of the trusts, as well as claim forms and a grid showing the status of claims received from all claimants who have ever filed claims with those trusts</p> <p>(to determine whether Ingersoll-Rand ignored evidence that its asbestos claimants had no exposure to Ingersoll-Rand products)</p>	<p>Defendants First State Insurance Co. and Twin City Fire Insurance Co.</p>	<p>October 3, 2014</p>

Case	Discovery Sought from Trusts	Party Seeking Discovery <i>(Attorney)</i>	Date of Issuance
<p><u>Garlock Sealing Tech. LLC v. Belluck & Fox LLP</u>; Case No. 14-cv-00118 GCM-DSC (W.D.N.C.)</p>	<p>All trust claim forms for 168 claimants (only 11 of which are mentioned in plaintiffs' complaint), as well as all trust documents relating to filing deadlines, claim deferrals, claim withdrawals, the confidentiality of claim submissions, site list claims, and exposure evidence requirements;</p> <p>Correspondence with any claimant, any counsel for the claimant, any insurer, or Caplin & Drysdale regarding any of the 168 claimants or the subjects of the subpoena's document requests, as well as any documents reflecting meetings of any trustees or any trust representatives or other person regarding the above plus the answering of discovery or responding to subpoenas in asbestos personal injury cases in the tort system</p>	<p>Plaintiffs Garlock Sealing Tech. and Garrison Litigation Mgmt. Group/Garland Cassada, Robinson Bradshaw</p>	<p>December 22, 2015</p>

Case	Discovery Sought from Trusts	Party Seeking Discovery (Attorney)	Date of Issuance
<u>Garlock Sealing Tech. LLC v. Waters & Kraus LLP;</u> Case No. 14-cv-00130 GCM- DSC (W.D.N.C.)	All trust claim forms for 300 claimants as well as all trust documents relating to filing deadlines, claim deferrals, claim withdrawals, the confidentiality of claim submissions, site list claims, and exposure evidence requirements Correspondence with any claimant, any counsel for the claimant, any insurer, or Caplin & Drysdale regarding any of the 168 claimants or the subjects of the subpoena's document requests, as well as any documents reflecting meetings of any trustees or any trust representatives or other person regarding the above plus the answering of discovery or responding to subpoenas in asbestos personal injury cases in the tort system	Plaintiffs Garlock Sealing Tech. and Garrison Litigation Mgmt. Group/Garland Cassada, Robinson Bradshaw	December 22, 2015

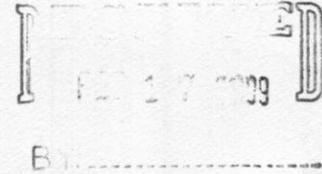
Case	Discovery Sought from Trusts	Party Seeking Discovery <i>(Attorney)</i>	Date of Issuance
<p><u>Rapid</u> <u>In re Rapid-American Corporation, 13-bk-10687 (S.D.N.Y) (Judge Bernstein)</u> Rapid, et al. v. Travelers, et al. Adv. Proc. No. 15-ap-01095</p>	<p>Claim files and other information on 455,000 specific individuals identified on attachment to subpoena (if claim has been filed with particular trust).</p>	<p>Insurance Companies: Travelers, St. Paul, National Union <i>Daren S. McNally Barbara M. Almeida; Clyde & Co US</i> <i>R. James Bradford Eileen T. McCabe; Mendes & Mount</i></p>	<p>July 31, 2017</p>
<p><u>Imerys (Johnson & Johnson)</u> In re: Imerys Talc America, Inc., et al., 19-10289 (LSS) (Bankr. DE)</p>	<p>Claimant data of those Claimants listed on Exhibit A to the Subpoenas issued by J&J by including pleadings and discovery responses/depositions related to Claimants.</p>	<p>Patrick A. Jackson, Fargre Drinker Biddle & Reath LLP; Theodore E. Tsekerides, Jed P. Winer; Weil, Gotshal & Manges</p>	<p>March 26, 2021</p>

EXHIBIT B



Fox Rothschild LLP
ATTORNEYS AT LAW

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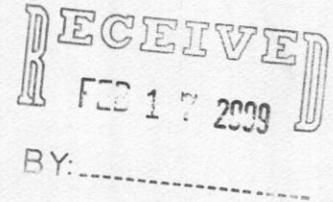


James F.X. Rudy
Direct Dial: (609) 895-3339
Email Address: jrudy@foxrothschild.com

February 16, 2009

VIA FEDERAL EXPRESS

Mr. Mark Eveland
Verus Claims Services, LLC
57 Hamilton Avenue, Suite 302
Hopewell, NJ 08525-1824



Re: Congoleum Corp. v. ACE American Insurance Company, et al.
Superior Court of NJ, Law Division, Middlesex Co., Docket No. MID-L-8908-01

Dear Mark:

Referencing my conversation earlier today with Joe Genova, I am enclosing herewith copies of the following relative to the above-referenced litigation:

1. Letter from Gina M. Graham, Esq., attorney for defendants First State Insurance Company and Twin City Fire Insurance Company to me dated February 13, 2009, enclosing a Subpoena Ad Testificandum and Duces Tecum directed to Verus Claims Service, LLC for the deposition and production of certain documents referenced therein;
2. Two \$5 bills, representing the \$10 statutory witness fee;
3. Subpoena Ad Testificandum and Duces Tecum, with Schedule A, Definitions, attached; and
4. Compact disk in the above action containing Exhibit 1, Parts 1, 2 and 3, referenced in Schedule A to the enclosed Subpoena.

When you have received and reviewed the enclosed, please feel free to call me with any questions that you might have. In the meantime, awaiting your further reply, I remain

Very truly yours,

JFXR/ne
Enclosures

A Pennsylvania Limited Liability Partnership

California Delaware Florida Nevada New Jersey New York Pennsylvania

GRAHAM CURTIN
A Professional Association

GINA M. GRAHAM
DIRECT DIAL 973-401-7146
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February 13, 2009

BY HAND DELIVERY

Verus Claims Services, LLC
c/o James F.X. Rudy, Esq.
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, New Jersey 08648-2311

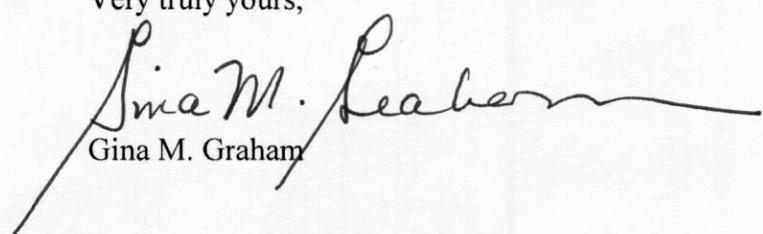
Re: Congoleum Corp. v. ACE American Ins. Co., et al.
Docket No. L-8908-01

Dear Mr. Rudy:

On behalf of defendants First State Insurance Company and Twin City Fire Insurance Company in the above referenced action, enclosed is a subpoena ad testificandum and duces tecum directed to Verus Claims Service, LLC for the deposition and production of certain documents referenced therein. Please be advised that, if Plaintiff does not move to quash the subpoena, and if we receive or are permitted to inspect the responsive documents by February 23, 2009, we will agree to adjourn the deposition without date.

Of course, if you have any questions, please contact me.

Very truly yours,


Gina M. Graham

GMG/ems
Enclosure

cc: Russell L. Hewit, Esq. (w/encl.; by hand delivery)
All Counsel of Record (w/encl.; by electronic mail)

759785_1

GRAHAM CURTIN, P.A.

Four Headquarters Plaza
P.O. Box 1991
Morristown, NJ 07962
(973) 292-1700

HOGAN & HARTSON LLP

Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
(202) 637-5600

Attorneys for Defendants First State
Insurance Company and Twin City Fire
Insurance Company

CONGOLEUM CORPORATION,

Plaintiff,

vs.

ACE AMERICAN INSURANCE
COMPANY, *et al.*,

Defendants.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION MIDDLESEX COUNTY

DOCKET NO. MID-L-8908-01

CIVIL ACTION

**SUBPOENA AD TESTIFICANDUM AND
DUCES TECUM**

THE STATE OF NEW JERSEY, TO: Verus Claims Services, LLC
57 Hamilton Avenue
Hopewell, NJ 08525

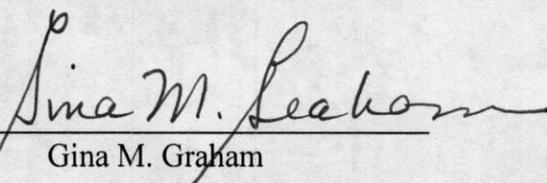
YOU ARE HEREBY COMMANDED to appear and give testimony by way of deposition on Monday, February 23, 2009 at 9:30 a.m., or another mutually convenient date and location to be agreed to by counsel, at the law offices of Graham Curtin, P.A., Four Headquarters Plaza, North Tower, 6th Floor, Morristown, NJ 07962, in connection with the above-captioned matter, which deposition shall continue from day to day until completed.

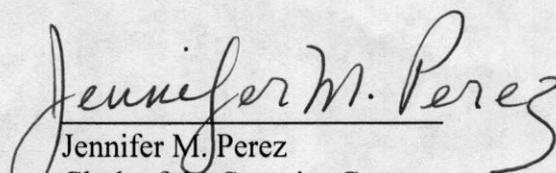
YOU ARE HEREBY COMMANDED to have and bring with you and to produce at the same time and place documents described in Schedule A to the Subpoena annexed hereto.

YOU ARE HEREBY COMMANDED that the documents requested in the Subpoena shall not be produced or released until the date specified for the taking of testimony. If you are notified that a motion to quash the Subpoena has been filed, you shall not produce or release the requested documents until ordered to do so by the Court or the release is consented to by all parties to the action.

Failure to appear or comply according to the command of this Subpoena may subject you to a penalty, damages in a civil suit and punishment for contempt of Court.

GRAHAM CURTIN, P.A.
Attorneys for Defendants First State
Insurance Company and Twin City Fire
Insurance Company

By: 
Gina M. Graham


Jennifer M. Perez
Clerk of the Superior Court

Dated: February 13, 2009

SCHEDULE A

DEFINITIONS

1. "Communication" means any oral, written or electronic transmission of information, demands or questions, including, but not limited to, conversations, meetings, discussions, telephone calls, telegrams, teletypes, telexes, seminars, conferences, writings, letters, messages, e-mails, notes or memoranda.

2. "Document" or "Documents" includes all writings, photographs, audio recordings, other tangible records and forms of recorded information and electronic data, however produced or reproduced, including, but not limited to, all invoices, receipts, letters, correspondence, records, memoranda, minutes, notes, telegrams, teletypes, telexes, summaries, records of telephone calls and meetings, calendar and diary entries, schedules, reports, studies, appraisals, analyses, lists, surveys, budgets, financial statements, returns, financial projections, comparisons between budgets, projections and actual results, working papers, financial calculations, contracts, agreements, legal and accounting opinions, research, periodicals, charts, graphs, interviews, speeches, transcripts, depositions, press releases, brochures, books of account, computer printouts, e-mails, and computer stored information or data (including, but not limited to, computer discs, databases), medical records, medical reports, x-rays, all claim forms and all materials supplied in support of any claim (including, affidavits, declarations, affirmations and verifications); and all drafts, outlines and proposals of any such documents whether different from the original by reason of notations made on such copies or otherwise.

3. "Trust" means any or all of the following trusts: (1) A&I Corporation Asbestos Bodily Injury Trust; (2) A-Best Asbestos Settlement Trust; (3) ARTRA 524(g) Asbestos Trust; (4) Combustion Engineering 524(g) Asbestos PI Trust; (5) H.K. Porter Asbestos Trust; (6)

Kaiser Aluminum & Chemical Corporation Asbestos PI Trust; (7) Lummus 524(g) Asbestos PI Trust; (8) Plibrico Asbestos Trust; (9) Porter Hayden Bodily Injury Trust, along with any and all of their trustees, officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf

4. “You” means Verus Claims Services, LLC along with any and all officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

INSTRUCTIONS

1. **Requirements of Production.** You are required to search for and produce all Documents responsive to this Request in your possession, custody or control, in the possession, custody or control of your law firm, or in the possession, custody or control of your or your firm’s attorneys, employees, agents, consultants or other representatives, regardless of whether such responsive documents are located on business or personal property.

2. **Form of Production.** You are required to produce responsive documents as they are kept in the usual course of business. Files, documents and data that are maintained in electronic form shall be produced in their original file format. Documents shall be produced in a manner that permits the source of the documents to be easily ascertained. Documents maintained in both electronic and paper form need only be produced in electronic form.

DOCUMENTS AND THINGS TO BE PRODUCED

1. All Documents to, from, created by, or relating to any Trust and identifying, reflecting, referring or relating to the claimants identified in the three spreadsheets contained in Exhibit 1.

2. All Documents to, from, created by, or relating to any Trust and constituting, identifying, reflecting, referring or relating to any claim for payment by any claimant identified in the three spreadsheets contained in Exhibit 1.

3. All Documents to, from, created by, or relating to any Trust and constituting, identifying, reflecting, referring or relating any decision, resolution, payment or denial of payment of any claim by any claimant identified in the three spreadsheets contained in Exhibit 1.

4. Any and all claimant data and/or claimant databases that You or any Trust have created, maintained and/or utilized and which contain Documents constituting, identifying, reflecting, referring or relating to any claim for payment by any claimant identified in the three spreadsheets contained in Exhibit 1.

EXHIBIT C

LINDABURY, MCCORMICK, ESTABROOK & COOPER, PC

53 Cardinal Drive
PO Box 2369
Westfield, NJ 07091
(908) 233-6800

SHIPMAN & GOODWIN LLP

1133 Connecticut Ave., NW
Third Floor, Suite A
Washington, DC 20036

Attorneys for Defendants Hartford Accident and
Indemnity Company, First State Insurance Company,
and New England Insurance Company

FEDERAL-MOGUL PRODUCTS, INC.
and THE FEDERAL-MOGUL U.S.
ASBESTOS BODILY INJURY TRUST,

Plaintiffs,

v.

AIG CASUALTY COMPANY (f/k/a
Birmingham Fire Insurance Company of
Pennsylvania), *et al.*

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Docket No. MRS-L-002535-06

Civil Action

**SUBPOENA AD TESTIFICANDUM AND
DUCES TECUM**

THE STATE OF NEW JERSEY, TO: Verus Claims Services, LLC
57 Hamilton Avenue
Hopewell, NJ 08525

YOU ARE HEREBY COMMANDED to appear and give testimony by way of
deposition on June 25, 2010 at 9:30 a.m., or another mutually convenient date and location to be
agreed to by counsel, at the law offices of Smith, Stratton, Wise, Heher, Brennan, LLP, 2
Research Way, Princeton, New Jersey, 08540-6628, in connection with the above-captioned
matter, which deposition shall continue from day to day until completed.

YOU ARE HEREBY COMMANDED to have and bring with you and to produce at the same time and place documents described in Schedule A to the Subpoena annexed hereto.

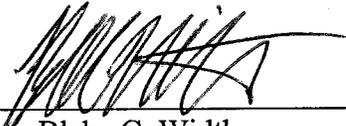
YOU ARE HEREBY COMMANDED that the documents requested in the Subpoena shall not be produced or released until the date specified for the taking of testimony. If you are notified that a motion to quash the Subpoena has been filed, you shall not produce or release the requested documents until ordered to do so by the Court or the release is consented to by all parties to the action.

Failure to appear or comply according to the command of this Subpoena may subject you to a penalty, damages in a civil suit and punishment for contempt of Court.

LINDABURY, MCCORMICK,
ESTABROOK & COOPER, PC

Defendants Hartford Accident and
Indemnity Company, First State
Insurance Company, and New England
Insurance Company

By: _____


Blake C. Width

/s/ Jennifer M. Perez
Acting Clerk of the Superior Court

Dated: May 25, 2010

SCHEDULE A

DEFINITIONS

1. "Claim" means any request or demand for payment, or offer to settle a request or demand for payment.
2. "Communication" means any oral, written or electronic transmission of information, demands or questions, including, but not limited to, conversations, meetings, discussions, telephone calls, telegrams, teletypes, telexes, seminars, conferences, writings, letters, messages, e-mails, notes or memoranda.
3. "Document" or "Documents" includes all writings, photographs, audio recordings, other tangible records and forms of recorded information and electronic data, however produced or reproduced, including, but not limited to, all invoices, receipts, letters, correspondence, records, memoranda, minutes, notes, telegrams, teletypes, telexes, summaries, records of telephone calls and meetings, calendar and diary entries, schedules, reports, studies, appraisals, analyses, lists, surveys, budgets, financial statements, returns, financial projections, comparisons between budgets, projections and actual results, working papers, financial calculations, contracts, agreements, legal and accounting opinions, research, periodicals, charts, graphs, interviews, speeches, transcripts, depositions, press releases, brochures, books of account, computer printouts, e-mails, and computer stored information or data (including, but not limited to, computer discs, databases), medical records, medical reports, x-rays, all claim forms and all materials supplied in support of any claim (including, affidavits, declarations, affirmations and verifications); and all drafts, outlines and proposals of any such documents whether different from the original by reason of notations made on such copies or otherwise.
4. "Wagner Asbestos Claimant" means any of the individuals identified in Exhibit 1.

5. "Trust" means any or all of the following trusts: (1) A&I Corporation Asbestos Bodily Injury Trust; (2) A-Best Asbestos Settlement Trust; (3) ACandS Asbestos Settlement Trust; (4) ARTRA 524(g) Asbestos Trust; (5) Burns and Roe Personal Injury Settlement Trust; (6) Combustion Engineering 524(g) Asbestos PI Trust; (7) H.K. Porter Asbestos Trust; (8) Kaiser Aluminum & Chemical Corporation Asbestos PI Trust; (9) Lummus 524(g) Asbestos PI Trust; (10) Plibrico Asbestos Trust; and (11) Porter Hayden Bodily Injury Trust along with any and all officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

6. "You" means Verus Claims Services, LLC along with any and all officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

INSTRUCTIONS

1. Requirements of Production. You are required to search for and produce all Documents responsive to this Request in your possession, custody or control, in the possession, custody or control of your law firm, or in the possession, custody or control of your or your firm's attorneys, employees, agents, consultants or other representatives, regardless of whether such responsive documents are located on business or personal property.

2. Form of Production. You are required to produce responsive documents as they are kept in the usual course of business for inspection and copying. Files, documents and data that are maintained in electronic form shall be produced in their original file format. Documents shall be produced in a manner that permits the source of the documents to be easily ascertained. Documents maintained in both electronic and paper form need only be produced in electronic form.

DOCUMENTS AND THINGS TO BE PRODUCED¹

1. Documents submitted to You and/or any Trust by or on behalf of any Wagner Asbestos Claimant.
2. Documents and/or Communications identifying the resolution and/or allowance decision and amount, if any, of any Claim, including any deficiencies to such Claim, submitted by or on behalf of any Wagner Asbestos Claimant, including Documents and/or Communications identifying a claim deficiency.
3. Any printable claim forms, computer data, and/or databases identifying, reflecting, or relating to any Claim submitted to You and/or any Trust by or on behalf of any Wagner Asbestos Claimant.

¹ Defendants are not, at this time, seeking the production of Verus's internal deliberative materials not shared with a third party.

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(BALTIMORE DIVISION)

RECEIVED
OCT 04 2010
BT

NATIONAL UNION FIRE INSURANCE)
COMPANY OF PITTSBURGH, PA., et al.)
)
Plaintiffs)
)
v.)
)
PORTER HAYDEN COMPANY,)
)
Defendant)

Case No. 1:03-cv-03408-CCB
(Consolidated with: 1:03-cv-03414-CCB)

NOTICE OF SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION AND TO PRODUCE DOCUMENTS

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

TAKE NOTICE that National Union Fire Insurance Company of Pittsburgh, Pa. and American Home Assurance Company, pursuant to Federal Rule of Civil Procedure 45, hereby gives notice that they, by their attorneys Jackson & Campbell, will serve the attached Subpoena to Testify at a Deposition in a Civil Action and to Produce Documents on Verus Claims Services.

Dated: October 1, 2010

Respectfully Submitted,

JACKSON & CAMPBELL, P.C.



Brian C. Malone, Esq.
Fed. Bar No. 16025
1120 20th Street, N.W., South Tower
Washington, D.C. 20036
(202) 457-1664
(202) 457-1678 (f)

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the District of New Jersey

National Union Fire Insurance Company of Pittsburgh, PA, et al. Plaintiff v. Porter Hayden Company, et al. Defendant

Civil Action No. 1:03-cv-03408-AMD Consolidated with: 1:03-cv-03414-AMD (If the action is pending in another district, state where:)

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Verus Claims Services, 57 Hamilton Avenue, Hopewell, NJ 08525 http://www.verusllc.com/

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization that is not a party in this case, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Table with 2 columns: Place (Veritext National Court Reporting Company, 25 B Vreeland Road, Suite 301, Florham Park, NJ 07932, Attn: Christine Moonev) and Date and Time (To be determined, see attached Schedule A, "Instructions" Paragraph 10)

The deposition will be recorded by this method: Certified Court Reporter

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material:

See attached Schedule A, "Document Requests", Paragraphs 1-3.

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 10/1/10

CLERK OF COURT

OR

Handwritten signature of attorney

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) National Union Fire Insurance Company of Pittsburgh, PA, who issues or requests this subpoena, are: Brian C. Malone, Esquire, Jackson & Campbell, P.C., 1120 20th Street, NW, South Tower, Suite 300, Washington, DC 20036, bmalone@jackscamp.com, (202) 457-1600

AO 88A (Rev. 06/09) Subpoena to Testify at a Deposition in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I served the subpoena by delivering a copy to the named individual as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

SCHEDULE A TO SUBPOENA

DOCUMENT REQUESTS

Please produce the following documents in accordance with the Instructions and Definitions set forth below:

1. The information supplied on the Claim Forms (including riders, attachments and supplements thereto) submitted by the Claimants to any Trust;
2. The amounts paid to each of the Claimants by any Trust; and
3. The claim status of each Claimant who has filed a claim against any Trust but has received no recovery (i.e., whether that claim is still pending or has instead been deferred or withdrawn).

INSTRUCTIONS

1. The responses to each document request above shall be provided separately as to each Trust. To the extent that any Claimant filed a claim against multiple Trusts, the information requested for that Claimant shall be provided separately as to each trust.
2. These requests encompass all documents in the responding party's custody, possession or control, whether or not such documents were prepared by or for such responding party. Where knowledge, information or documents in the responding party's possession, custody or control are requested or inquired of, such request or inquiry includes knowledge, information or documents in the possession, custody or control of each of responding party's employees, agents, accountants, attorneys, auditors, representatives and any other individuals or entities from whom the responding party could obtain documents.
3. If the responding party contends that no documents exist relating to all or

inability to produce the remainder.

8. As used herein, the singular shall include the plural, the plural shall include the singular, the past tense shall include the present and the present tense shall include the past, the terms “all” and “each” shall be construed as all and each, and the terms “and” and “or” shall be construed either disjunctively or conjunctively, so as to bring into the scope of definitions and document requests all matters which by any other construction would fall outside their scope.

9. Each document is to be produced with all non-identical copies and drafts thereof in its entirety without abbreviation or redaction.

10. As further described below in the definition of “Claimants,” Verus Claims Services will be provided with two lists of claimants and their confidential identifying information upon Verus Claims Services entering into a confidentiality agreement to protect the claimants’ privacy interests. These lists will be in the form of searchable Microsoft Excel spreadsheets. The first list will be provided to Verus Claims Services within three business days after counsel for National Union Fire Insurance Company of Pittsburgh, Pa. and American Home Assurance Company’s receives the executed confidentiality agreement. The second list will be provided to Verus Claims Services in the weeks thereafter. To the extent that any claimant is identified in both lists, the information requested with respect to that claimant need only be provided in response to the first provided list. The date upon which Verus Claims Services must comply with this subpoena with respect to the persons identified in each claimant list will be determined based upon the date the claimant lists are provided to Verus Claims Services.

DEFINITIONS

1. “Claimants” mean those persons identified in two lists to be provided to

Verus Claims Services at different times and under separate cover. The lists identifying each Claimant and their confidential identifying information will be provided to Verus Claims Services pursuant to a confidentially agreement to protect the privacy interests of the Claimants. "Claimants" include any agents, attorneys, consultants, representatives and other persons or entities acting or purporting to act for, on behalf of, in conjunction with, or who are subject to the direction and control of, any of them, including, without limitation, family members and representatives of their estates.

2. "Claim Forms" mean the forms and other Documents that each Trust requires a Claimant to file and/or otherwise provide to the Trust to constitute a claim for compensation by or from that Trust, including, but not limited to, forms and Documents completed and/or submitted online or electronically.

3. "Document" is used in the broadest sense contemplated by Federal Rule of Civil Procedure 34 and includes, without limitation, the following items: agreements; drafts; communications; claim forms; correspondence; telegrams; cables; facsimiles; memoranda; records; books; financial statements; summaries of records or notes of personal conversations or interviews; diaries; calendars; forecasts; statistical statements; accountants work papers; graphs; charts; maps; diagrams; blue prints; tables; indexes; pictures; recordings; tapes; microfilm; charge clips; accounts; analytical records; minutes or records of meetings or conferences; reports and/or summaries of investigations; opinions or reports of consultants; appraisals; reports and/or summaries of negotiations; brochures; pamphlets; circulars; trade letters; press releases; contracts; stenographic, handwritten or other notes; projections; working papers; federal and state income tax returns; checks, front and back; check stubs or receipts; shipping documents; manifests; invoice vouchers; computer printouts and computer

disks and tapes; and tape data sheets or data processing cards or disks or any other written, recorded, transcribed, punched, taped, filmed or graphic matters, however produced or reproduced.

4. “Relating to” shall mean, without limitation, consisting of, referring to, constituting, evidencing, describing, reflecting, memorializing, concerning, summarizing or identifying.

5. “Trusts” shall mean A&I Corporation Asbestos Bodily Injury Trust, A-Best Asbestos Settlement Trust, AC&S Asbestos Settlement Trust, ARTRA 524(g) Asbestos Trust, Burns and Roe Asbestos Personal Injury Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, H. K. Porter Asbestos Trust, Kaiser Asbestos Personal Injury Trust, Lummus 524(g) Asbestos PI Trust, Plibrico Asbestos Trust, Porter Hayden Bodily Injury Trust, and, with respect to each such entity, any and all predecessors, successors, subsidiaries, parents, affiliates and divisions, and any directors, officers, employees, representatives, advisors, agents, attorneys or associates of any of the foregoing.

EXHIBIT E

FILED & JUDGMENT ENTERED
Steven T. Salata
Feb 14 2012
Clerk, U.S. Bankruptcy Court
Western District of North Carolina



George R. Hodges
George R. Hodges
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

GARLOCK SEALING TECHNOLOGIES LLC,
et al.,

Debtors.¹

Case No. 10-BK-31607

Chapter 11

Jointly Administered

This Order is entered on consent of the Debtors and the Official Committee of Asbestos Personal Injury Claimants (the “Committee”) to resolve the Emergency Motion by Official Committee of Asbestos Personal Injury Claimants for Order Staying Debtors’ Proposed Subpoenas to Asbestos Settlement Trusts (the “Motion”).

The Debtor may serve subpoenas with exhibits in the form attached hereto as **Exhibit A** on Claims Processing Facility, Inc.; Claims Resolution Management Corporation; Delaware Claims Processing Facility, LLC; MFR Claims Processing, Inc.; Trust Services, Inc.; Verus Claims Services, LLC; and Western Asbestos Settlement Trust.

¹The Debtors in these jointly administered cases are Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company (collectively, the “Debtors”).

This Order is without prejudice to the rights of the Debtors, the Committee, and any other person or entity with respect to any further efforts to obtain discovery from the Trusts or their claims processing facilities or any opposition to such efforts.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean [Claim Processing Facility].
2. “*Exhibit 1 Claimant*” shall mean each individual listed in the attached Exhibit 1.
3. “*Debtors*” shall mean Garlock Sealing Technologies LLC, Garrison Litigation Management Group, Ltd., and The Anchor Packing Company.
4. “*Debtors’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Debtors’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 3 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 3 and all predecessors or successors thereto, collectively.
6. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
7. *Scope.* These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.
8. *Electronically Stored Information.* All electronically stored information shall be produced in text-searchable, portable document format files (“PDFs”) or in such other searchable electronic formats as may be agreed upon by Debtors’ Counsel and You.
9. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was

prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

10. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

11. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

12. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

13. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

14. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

15. Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the debtors (or its agents in such capacity) in the chapter 11 bankruptcy case *In re Garlock Sealing Technologies LLC*, et al., Case No. 10-31607, pending in the United States Bankruptcy Court for the Western District of North Carolina, and shall be subject to the terms of the Order Authorizing The Debtors To Issue Questionnaire To Holders Of Pending Mesothelioma Claims And Governing Confidentiality Of Information Provided In Responses (Bankr. W.D.N.C. June 21, 2011) (Docket No. 1390) (the “Questionnaire Order,” attached hereto as Exhibit 2), and accordingly shall be treated as confidential pursuant to paragraph 7 of the Questionnaire Order.

DOCUMENT REQUEST

Copies of any claim form (or the equivalent information as to Trust claims filed with Trusts electronically) submitted by or on behalf of any Exhibit 1 Claimant to any Trust, as authorized

by the Exhibit 1 Claimants' Optional Authorization for Debtors' Counsel to Obtain Trust Records (the "Authorization"), provided pursuant to the Questionnaire Order. Electronic copies of the Authorizations have been provided with this Subpoena. The Authorization does not extend to attachments to Trust claim forms submitted in support of Trust claims (such as affidavits, deposition transcripts, invoices, or the like). Without limiting the generality of the foregoing two sentences, the Authorization does not permit any Trust to release information concerning the status of any claim, settlement of any claim, or payment of any claim.

EXHIBIT 1

(See attached compact disc for Exhibit and Authorizations.)

EXHIBIT 2

(See attached compact disc.)

EXHIBIT 3

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

EXHIBIT F

Jay Lavroff, Esq. (attorney ID #028121985)
LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.
53 Cardinal Drive
P.O. Box 2369
Westfield, NJ 07091
(908) 233-6800

SHIPMAN & GOODWIN LLP.
1133 Connecticut Ave., N.W.
Washington, DC 20036
(202) 469-7750

Attorneys for Defendants
First State Insurance Company and
Twin City Fire Insurance Company

OCT 03 2014

INGERSOLL-RAND COMPANY,
Plaintiff,

v.

AFFILIATED FM INSURANCE
COMPANY, et al.,

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO. MID-L-252-12**

CIVIL ACTION

**SUBPOENA AD TESTIFICANDUM AND
DUCES TECUM**

THE STATE OF NEW JERSEY, TO: Verus Claims Services, LLC
57 Hamilton Avenue
Hopewell, NJ 08525

YOU ARE HEREBY COMMANDED to appear and give testimony by way of
deposition on October 24, 2014 at 9:30 a.m., or another mutually convenient date and location to
be agreed to by counsel, at the law offices of Lindabury, McCormick, Estabrook & Cooper, P.C.,
53 Cardinal Drive, Westfield, NJ 07091, in connection with the above-captioned matter, which
deposition shall continue from day to day until completed.

YOU ARE HEREBY COMMANDED to have and bring with you and to produce at the same time and place documents described in Schedule A to the Subpoena annexed hereto.

YOU ARE HEREBY COMMANDED that the documents requested in the Subpoena shall not be produced or released until the date specified for the taking of testimony. If you are notified that a motion to quash the Subpoena has been filed, you shall not produce or release the requested documents until ordered to do so by the Court or the release is consented to by all parties to the action.

Failure to appear or comply according to the command of this Subpoena may subject you to a penalty, damages in a civil suit and punishment for contempt of Court.

LINDABURY, MCCORMICK,
ESTABROOK & COOPER, PC

Defendants First State
Insurance Company and Twin
City Fire Insurance Company

By: 

Jay Lavroff

Michelle M. Smith, Esq.
Clerk of the Superior Court

Dated: October 3, 2014

SCHEDULE A

DEFINITIONS

1. "Asbestos Claimant" means any individual, including counsel for that individual, that has filed a Claim with any of the Trusts.
2. "Claim" means any request or demand for payment, or offer to settle a request or demand for payment.
3. "Communication" means any oral, written or electronic transmission of information, demands or questions, including, but not limited to, conversations, meetings, discussions, telephone calls, telegrams, teletypes, telexes, seminars, conferences, writings, letters, messages, e-mails, notes or memoranda.
4. "Document" or "Documents" includes all writings, photographs, audio recordings, other tangible records and forms of recorded information and electronic data, however produced or reproduced, including, but not limited to, all invoices, receipts, letters, correspondence, records, memoranda, minutes, notes, telegrams, teletypes, telexes, summaries, records of telephone calls and meetings, calendar and diary entries, schedules, reports, studies, appraisals, analyses, lists, surveys, budgets, financial statements, returns, financial projections, comparisons between budgets, projections and actual results, working papers, financial calculations, contracts, agreements, legal and accounting opinions, research, periodicals, charts, graphs, interviews, speeches, transcripts, depositions, press releases, brochures, books of account, computer printouts, e-mails, and computer stored information or data (including, but not limited to, computer discs, databases), medical records, medical reports, x-rays, all claim forms and all materials supplied in support of any claim (including, affidavits, declarations, affirmations and

verifications); and all drafts, outlines and proposals of any such documents whether different from the original by reason of notations made on such copies or otherwise.

5. "Trust" means any or all of the following trusts: (1) A&I Corporation Asbestos Bodily Injury Trust; (2) A-Best Asbestos Settlement Trust; (3) ACandS Asbestos Settlement Trust; (4) ARTRA 524(g) Asbestos Trust; (5) ASARCO Asbestos Personal Injury Settlement Trust; (6) Brauer Asbestos Trust; (7) Burns and Roe Personal Injury Settlement Trust; (8) Christy Refractories Asbestos Personal Injury Trust; (9) Combustion Engineering 524(g) Asbestos PI Trust; (10) Congoleum Plan Trust; (11) G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; (12) H.K. Porter Asbestos Trust; (13) Kaiser Aluminum & Chemical Corporation Asbestos PI Trust; (14) Lummus 524(g) Asbestos PI Trust; (15) Plibrico Asbestos Trust; (16) Plibrico Silica Trust; (17) Porter Hayden Bodily Injury Trust; (18) Quigley Company, Inc. Asbestos PI Trust, and (19) THAN Asbestos Personal Injury Trust, along with any and all officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

6. "You" means Verus Claims Services, LLC along with any and all officers, directors, agents, or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

INSTRUCTIONS

1. **Requirements of Production.** You are required to search for and produce all Documents responsive to this subpoena in your possession, custody or control, in the possession, custody or control of your law firm, or in the possession, custody or control of your or your firm's attorneys, employees, agents, consultants or other representatives, regardless of whether such responsive documents are located on business or personal property. First State is only

seeking production of electronic files; Verus need not search for or produce any Documents responsive to this subpoena that are maintained solely in paper form.

2. Form of Production. You are required to produce responsive documents as they are kept in the usual course of business for inspection and copying. Files, documents and data that are maintained in electronic form shall be produced in their original file format. Documents shall be produced in a manner that permits the source of the documents to be easily ascertained. Documents maintained in both electronic and paper form need only be produced in electronic form.

DOCUMENTS AND THINGS TO BE PRODUCED¹

1. A grid or chart identifying the Trusts against which each Asbestos Claimant has made a claim and the status of that claim (*e.g.*, assigning each of the Asbestos Claimants a row and each of the Trusts a column and for each Asbestos Claimant that has filed a claim with a Trust, filling in the corresponding cell with the status of the claim). For purposes of this Request, “identifying” means providing the Asbestos Claimant’s first name, last name, middle name or initial (if available), suffix (if applicable), and last four digits of the Asbestos Claimant’s social security number and the names of the Trusts against which each such Asbestos Claimant has filed a claim.

2. Documents submitted to You and/or any Trust by or on behalf of any Asbestos Claimant.

3. Documents and/or Communications identifying the resolution and/or allowance decision and amount, if any, of any Claim, including any deficiencies to such Claim, submitted

¹ First State Insurance Company and Twin City Fire Insurance Company are not, at this time, seeking the production of Verus’s internal deliberative materials not shared with a third party.

by or on behalf of any Asbestos Claimant, including Documents and/or Communications identifying a claim deficiency.

4. Any printable claim forms, computer data, and/or databases identifying, reflecting, or relating to any Claim submitted to You and/or any Trust by or on behalf of any Asbestos Claimant.

5. All databases maintained on behalf of each Trust.

6. Any glossary or data dictionary(ies) associated with the databases You maintain on behalf of any Trust.

Constables Office Of New Jersey, Inc.

David Filarski
P.O. Box 2248
Union, NJ 07083
(908) 687-0056

55-1394-212

744

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Pay to the Order of *Vetos Clams Services* \$ 6.00

Six and 00/100

600

dollars

NOT TO EXCEED \$60.00 VOID IN 30 DAYS



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EXHIBIT G

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division
Case No. 3:14-cv-00118-GCM-DSC**

**GARLOCK SEALING TECHNOLOGIES
LLC, *et al.*,**

Plaintiffs,

v.

BELLUCK & FOX, LLP, *et al.*,

Defendants.

NOTICE OF SERVICE OF SUBPOENAS DUCES TECUM

PLEASE TAKE NOTICE that Plaintiffs Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd. intend to serve the Subpoenas to Produce Documents, Information, or Objects in a Civil Action attached hereto as Exhibit A on Eagle-Picher Industries Personal Injury Settlement Trust, Keene Creditors Trust, Raytech Corporation Asbestos Personal Injury Settlement Trust, UNR Asbestos-Disease Claims Trust, C. E. Thurston & Sons Asbestos Trust, Manville Personal Injury Settlement Trust, United States Mineral Products Company Asbestos Personal Injury Settlement Trust, Armstrong World Industries Asbestos Personal Injury Settlement Trust, Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund), Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund), United States Gypsum Asbestos Personal Injury Settlement Trust, Hercules Chemical Company, Inc. Asbestos Trust, JT Thorpe Company Successor Trust, Shook & Fletcher Asbestos Settlement Trust, A&I

Corporation Asbestos Bodily Injury Trust, A-Best Asbestos Settlement Trust, AC&S Asbestos Settlement Trust, ARTRA 524(g) Asbestos Trust, ASARCO LLC Asbestos Personal Injury Settlement Trust, Brauer 524(g) Asbestos Trust, Burns and Roe Asbestos Personal Injury Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, Congoleum Plan Trust, G-I Asbestos Settlement Trust, H. K. Porter Asbestos Trust, Kaiser Asbestos Personal Injury Trust, Lummus 524(g) Asbestos PI Trust, Plibrico Asbestos Trust, Porter Hayden Bodily Injury Trust, Quigley Company, Inc. Asbestos Personal Injury Trust, T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust, J.T. Thorpe Settlement Trust, Thorpe Insulation Settlement Trust, and Western Asbestos Settlement Trust on December 23, 2015.

This 22nd day of December, 2015.

/s/ Matthew F. Tilley

Garland S. Cassada
N.C. Bar No. 12352
D. Blaine Sanders
N.C. Bar No. 12541
Douglas M. Jarrell
N.C. Bar No. 21138
Ty E. Shaffer
N.C. Bar No. 38495
Matthew F. Tilley
N.C. Bar No. 40125

ROBINSON BRADSHAW & HINSON, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
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gcassada@rbh.com
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djarrell@rbh.com
tshaffer@rbh.com
mtilley@rbh.com

*Counsel to Plaintiffs Garlock Sealing
Technologies LLC and Garrison Litigation
Management Group, Ltd.*

CERTIFICATE OF SERVICE

The undersigned attorney for Plaintiffs certifies that a copy of the foregoing has been served on the following attorneys for the parties in this action by electronic filing through the CM/ECF system:

Sara W. Higgins (shiggins@higginsowens.com)
Raymond E. Owens, Jr. (rowens@higginsowens.com)
James Sottile (jsottile@zuckerman.com)
Benjamin Voce-Gardner (bvoce-gardner@zuckerman.com)
Caroline E. Reynolds (creynolds@zuckerman.com)

This 22nd day of December, 2015.

/s/ Matthew F. Tilley
Matthew F. Tilley

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Armstrong World Industries Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
--	--

Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Armstrong World Industries Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHiodo	SANTO		BELLUCK & FOX LLP	EVELYN CHiodo
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Armstrong World Industries Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Armstrong World Industries Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Celotex Asbestos Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Celotex Asbestos Settlement Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Celotex Asbestos Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Celotex Asbestos Settlement Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: DII Industries, LLC Asbestos PI Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean DII Industries, LLC Asbestos PI Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: DII Industries, LLC Asbestos PI Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
--	--

Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean DII Industries, LLC Asbestos PI Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)

Plaintiff)

v.)

Civil Action No. 3:14-cv-00118-GCM-DSC

Belluck & Fox, LLP, et al.)

Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(b) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHiodo	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

_____ *Printed name and title*

_____ *Server's address*

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(b) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund).
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(b) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(b) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: United States Gypsum Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(b) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean United States Gypsum Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.
2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.
3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.
4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Belluck & Fox, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00118-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: United States Gypsum Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:14-cv-0118-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean United States Gypsum Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Belluck & Fox, LLP, et al.*, Case No. 3:14-cv-118-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
AK	ALIYE D		BELLUCK & FOX LLP	
ALBRIGHT	BRENT		BELLUCK & FOX LLP	SALLY ALBRIGHT
ARCHIE	ROBERT PAUL		BELLUCK & FOX LLP	BARBARA ARCHIE
ARCHON	EMANUEL		BELLUCK & FOX LLP	VIOLA ARCHON
ASKEW	RICHARD		BELLUCK & FOX LLP	JACKIE BARDEN
AVERY	JAMES H SR		BELLUCK & FOX LLP	ETHEL DIANE MARIE AVERY
BAHR	JENNIE		BELLUCK & FOX LLP	
BAIER	STANLEY W		BELLUCK & FOX LLP	
BALDAUF	WILLIAM		BELLUCK & FOX LLP	PAULINE BALDAUF
BARNES	LE ROY ANDERSON		BELLUCK & FOX LLP	ELIZABETH BARNES
BELLORE	CAMERON		BELLUCK & FOX LLP	MARILYN BELLORE
BELTRAMI	RAYMOND F		BELLUCK & FOX LLP	NOREEM BELTRAMI
BENCE	PAUL		BELLUCK & FOX LLP	MARGARET BENCE
BIXBY	PHILIP		BELLUCK & FOX LLP	JEAN BIXBY
BLAIR	KENNETH RAYMOND		BELLUCK & FOX LLP	ROSEMARY BLAIR
BOUGADIS	IOANNIS		BELLUCK & FOX LLP	VOULA BOUGADIS
BRINDLEY	ROBERT W		BELLUCK & FOX LLP	BARBARA BINDLEY
BRINSON	HOWARD JR		BELLUCK & FOX LLP	MICHELLE BRINSON
BURNETT	THOMAS		BELLUCK & FOX LLP	KATHERINE BURNETT
BURNS	DOROTHY		BELLUCK & FOX LLP	DENIS BURNS
CALVERT	ROBERT		BELLUCK & FOX LLP	EVELYN CALVERT
CARMICKLE	JOHN		BELLUCK & FOX LLP	ANNE CARMICKLE
CARTER	DONALD KENT		THE LIPMAN LAW FIRM; BELLUCK & FOX LLP	RITA CARTER
CASTOR	PHILIP ANDREW		BELLUCK & FOX LLP	JOYCE A CASTOR
CAVELLI	FRANK		BELLUCK & FOX LLP	GRACE CAVELLI
CERVIERI	JOSEPH		BELLUCK & FOX LLP	FRANCES CERVIERI
CHIODO	SANTO		BELLUCK & FOX LLP	EVELYN CHIODO
CHRISTIE	DONALD J		BELLUCK & FOX LLP	BETTY J CHRISTIE
COFFEY	MARK		BELLUCK & FOX LLP	ROBIN COFFEY
COHEN	SHLOMO		BELLUCK & FOX LLP	RONI COHEN
COLLURA	IGNAZIO		BELLUCK & FOX LLP	
COON	ELMER		BELLUCK & FOX LLP	BETTY COON
CRANEY	DANIEL EDWARD		BELLUCK & FOX LLP	CAROLINE M CRANEY
CROSBY	DAVID M		BELLUCK & FOX LLP	BETTY LOU CROSBY
CURTO	JOSEPH		BELLUCK & FOX LLP	AGATHA CURTO
DAVIS	JAMES		BELLUCK & FOX LLP	PATRICIA DAVIS
DEFRANCISI	LEONARD		BELLUCK & FOX LLP	DIANE DEFRANCISI
DEIXLER	PHILIP		BELLUCK & FOX LLP	ROCHELLE DEIXLER
DICKERMAN	ROBERT H		BELLUCK & FOX LLP	SARA J DICKERMAN
DODGE	GILBERT		BELLUCK & FOX LLP	
DONAHUE	FRANCIS SULLIVAN		BELLUCK & FOX LLP	
DONNELLY	THOMAS		BELLUCK & FOX LLP	
DONOVAN	JOHN J		BELLUCK & FOX LLP	PHILOMAE S DONOVAN
DOUGALL	GEORGE		BELLUCK & FOX LLP	GENEVIEVE DOUGALL
DOWNIE	ROBERT HUNTER		BELLUCK & FOX LLP	DANETA ELSA DOWNIE
DURAN	CARMELO		BELLUCK & FOX LLP	DIANA DURAN; FEDESBRINDA M DURAN
EARLY	PAUL J		BELLUCK & FOX LLP	VIOLET P EARLY
EBERHARDT	CURTIS JR		BELLUCK & FOX LLP	WILMA EBERHARDT
ECKELBERGER	CARL		BELLUCK & FOX LLP	LOUISE ECKELBERGER
EVANS	AMY		BELLUCK & FOX LLP	
EVANS	WILLIAM		BELLUCK & FOX LLP	JOANNE FRANCES EVANS
FELDMAN	GERSON		BELLUCK & FOX LLP	
FIORE	VICTOR L		BELLUCK & FOX LLP	
FLOOD	RICHARD C		BELLUCK & FOX LLP	VIRGINIA S FLOOD
FLYNN	ROBERT F SR		BELLUCK & FOX LLP	OLGA FLYNN
FLYNN	THOMAS LAWRENCE		BELLUCK & FOX LLP	MARY ELIZABETH FLYNN
FOREHAND	CRAIG E		BELLUCK & FOX LLP	LOIS W FOREHAND
FRANCK	JOHN EDWARD		BELLUCK & FOX LLP	PAMELA FRANCK
FULLER	WALTER R		BELLUCK & FOX LLP	JEAN M FULLER
FULTZ	THOMAS SR		BELLUCK & FOX LLP	THERESA FULTZ

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
GAGLIO	MICHAEL J		BELLUCK & FOX LLP	PATRICIA GAGLIO
GALLO	ANTHONY		BELLUCK & FOX LLP	VIOLETT GALLO
GATES	BENJAMIN		BELLUCK & FOX LLP	
GENNONE	RICHARD JAMES		BELLUCK & FOX LLP	JOYCE E FLOOD
GLASER	HARRY		BELLUCK & FOX LLP	SHIRLEY GLASER
GORDON	ROBERT		BELLUCK & FOX LLP	HELEN GORDON
GOULD	MERLE		BELLUCK & FOX LLP	ELSIE GOULD
GRAY	ROBERT EDWARD		BELLUCK & FOX LLP	DOROTHY JEAN GRAY
HAMILTON	JOHN		BELLUCK & FOX LLP	MARILYN HAMILTON
HARVEY	RICHARD		BELLUCK & FOX LLP	WILHELMINIA HARVEY
HAWS	DEBORAH SUE		BELLUCK & FOX LLP	CHARLES HAWS
HODER	HAROLD		BELLUCK & FOX LLP	GLORIA HODER
HOLDEN	LEAVENWORTH		BELLUCK & FOX LLP	MAY KATHLEEN HOLDEN
HOLLIDAY	CHARLES M		BELLUCK & FOX LLP	
HOLMES	BARBARA		BELLUCK & FOX LLP	
HOMA	PETER M		BELLUCK & FOX LLP	HELEN HOMA
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HUNTER	DAVID H		BELLUCK & FOX LLP	
HYDE	GARY P		BELLUCK & FOX LLP	AUDREY J HYDE
INGRASSIA	LUCIEN		BELLUCK & FOX LLP	CONSTANCE INGRASSIA
JOHNSTON	JOHN		BELLUCK & FOX LLP	BONNIE JOHNSTON
KEENAN	FRANK		BELLUCK & FOX LLP	MAXINE KEENAN
KELLY	DANIEL H		BELLUCK & FOX LLP	FLORENCE KELLY
KENNEDY	FREDERICK J		BELLUCK & FOX LLP	MONIQUE KENNEDY
KLAS	NORMAN WILLIAM		BELLUCK & FOX LLP	
LADUKE	SHARON M		BELLUCK & FOX LLP	TIMOTHY LADUKE
LEFLER	ROBERT STERLING		BELLUCK & FOX LLP	ANNE M LEFLER; TRACIE H LEFLER
LEO	SALVATORE		BELLUCK & FOX LLP	ALICE V LEO
LIGHT	EUGENE THOMAS		BELLUCK & FOX LLP	
LINK	JOSEPH M		BELLUCK & FOX LLP	YVONNE LINK
LOHR	LARRY LEE		BELLUCK & FOX LLP	RUTH ANN LOHR
LONNEN	DONALD RAYMOND		BELLUCK & FOX LLP	CAROLYN FAYE LONNEN
LOVELAND	DONALD		BELLUCK & FOX LLP	ODETTE LOVELAND
MAGARINO	JOHN		BELLUCK & FOX LLP	
MALEK	PATRICIA ANN		BELLUCK & FOX LLP	
MARTINO	SAMUEL		BELLUCK & FOX LLP	ANGELINA MARTINO
MAZZORANA	ANTHONY		BELLUCK & FOX LLP	DOREEN MAZZORANA
MCCARTHY	WILLIAM L		BELLUCK & FOX LLP	PATRICIA MCCARTHY
MCDONALD	ROBERT		BELLUCK & FOX LLP	BARBARA MCDONALD
MCMUNN	HUGH J		BELLUCK & FOX LLP	NANCY ROURKE; DOROTHY MCMUNN
MEDEIROS	JOSEPH		BELLUCK & FOX LLP	JANE MEDEIROS
MOORS	GERALD		BELLUCK & FOX LLP	JOAN MOORS
NEEDLE	ALFRED		BELLUCK & FOX LLP	DORIS NEEDLE
NEWCOME	RICHARD L		BELLUCK & FOX LLP	MARGARET A NEWCOME
O'BRIEN	JOHN		BELLUCK & FOX LLP	LORETTA O'BRIEN
O'BRIEN	WILLIAM F		BELLUCK & FOX LLP	KATHLEEN A O'BRIEN
O'NEIL	ED FRANCIS		BELLUCK & FOX LLP	
O'NEILL	JOHN ANTHONY		BELLUCK & FOX LLP	CAROL ANN O'NEILL
PACIFICO	PETER		BELLUCK & FOX LLP	
PAEZ	SAMMY D		BELLUCK & FOX LLP	CLARA PAEZ
PARSONS	RICHARD		BELLUCK & FOX LLP	LILLIAN PARSONS
PETERSON	CLIFFORD THEODORE		BELLUCK & FOX LLP	DOROTHY PETERSON
PEYREK	RICHARD R		BELLUCK & FOX LLP	MURIEL L PEYREK
PHILLIPS	DONALD GEORGE		BELLUCK & FOX LLP	LAUARAL ANN PHILLIPS
POIRIER	ROMEO HENRY		BELLUCK & FOX LLP	RUSSELL L ROOD JR
PORTUES	DONALD S		BELLUCK & FOX LLP	CAROLINE L PORTUES
POTTER	LAWRENCE IRVING		BELLUCK & FOX LLP	JANELLE RUTH POTTER
PRYMAS	JOHN		BELLUCK & FOX LLP	
PULEO	BENJAMIN GEORGE		BELLUCK & FOX LLP	
PYLE	JAMES WELDON		BELLUCK & FOX LLP	MARY ALICE PYLE

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
RAPANT	PHILIP		BELLUCK & FOX LLP	ANNA RAPANT
RAYMOND	IRVING		BELLUCK & FOX LLP	SUE RAYMOND
REIS	GEORGE A JR		BELLUCK & FOX LLP	DEBRA M REIS
RENO	GEORGE L JR		BELLUCK & FOX LLP	
RICE	HAROLD JAMES		BELLUCK & FOX LLP	DIANA RICE
RICHARDS	ROBERT C		BELLUCK & FOX LLP	DONNA RICHARDS
RICHARDSON	EUGENE E		BELLUCK & FOX LLP	DUANE E RICHARDSON
RINGEL	ISIDORE		BELLUCK & FOX LLP	
ROGERS	THOMAS		BELLUCK & FOX LLP	SUSANNE ROGERS
ROSSITER	JOHN ALBERT SR		BELLUCK & FOX LLP	KAREN KAY ROSSITER
RUCYNSKI	RICHARD		BELLUCK & FOX LLP	
RUDA	JACK		BELLUCK & FOX LLP	AUDREY RUDA
RUSSELL	ROBERT		BELLUCK & FOX LLP	JOAN RUSSELL
SANTA MARIA	ROGER		BELLUCK & FOX LLP	ROSE SANTA MARIA
SAVOY	ROBERT A		BELLUCK & FOX LLP	
SCHLEICHER	WALTER PAUL		BELLUCK & FOX LLP	ANN SCHLEICHER
SEITZ	JOEL NEIL		BELLUCK & FOX LLP	ADRIENNE ROSALIND SEITZ
SHAPIRO	SIGRID		BELLUCK & FOX LLP	
SLATTERY	WILLIAM E		BELLUCK & FOX LLP	DEBRA C SLATTERY
SMALLEY	WILLIAM BUCKLIN		BELLUCK & FOX LLP	DONNA MAE SMALLEY
SMITH	ROBERT A		BELLUCK & FOX LLP	PAUL TENNEY; MARGARET B SMITH
SORIA	MICHAEL R		BELLUCK & FOX LLP	JOAN SORIA
SPERANZA	CARMINE		BELLUCK & FOX LLP	CONCETTA SPERANZA
STOLZE	ROBERT		BELLUCK & FOX LLP	NETHELIA STOLZE
TALL	DONALD ERIC		BELLUCK & FOX LLP	LORRAINE CARMELLA TALL
TERLECKY	WASYL SR		BELLUCK & FOX LLP	KATERYNA TERLECKY
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
TONER	MICHAEL J		BELLUCK & FOX LLP	CLAUDIA G TONER
TRAUTMAN	FRANK E		BELLUCK & FOX LLP	RACHEL E MACNEAL
TREADWAY	SYLVESSTER EDWARD		BELLUCK & FOX LLP	LILLIAN TREADWAY
TURNER	HUGH ANDRES JR		BELLUCK & FOX LLP	IRIS TURNER
TURNER	WILLIAM EDWARD		BELLUCK & FOX LLP	ZELLA FARIS TURNER
TUTTLE	PAUL EMERSON		BELLUCK & FOX LLP	DONNA L TUTTLE
VALENTINE	ROBERT D		BELLUCK & FOX LLP	EDNA D VALENTINE
VALLEY	GERARD RAYMOND		BELLUCK & FOX LLP	N THELMA VALLEY
VANCE	NORMAN		BELLUCK & FOX LLP	
WALL	THOMAS		BELLUCK & FOX LLP	RUTH WALL
WALLICK	ARNOLD		BELLUCK & FOX LLP	FRIED A WALLICK
WALSH	THOMAS		BELLUCK & FOX LLP	MICHAEL WALSH
WERTS	RONALD R SR		BELLUCK & FOX LLP	
WOJCIK	ALFRIEDA		BELLUCK & FOX LLP	
YANIK	RONALD		BELLUCK & FOX LLP	JOSETTA YANIK
YANNOTTI	VICTOR M		BELLUCK & FOX LLP	RITA K YANNOTTI
YOUNG	ANDREW S		BELLUCK & FOX LLP	HELEN YOUNG
YOUNG	ROBERT		BELLUCK & FOX LLP	BETTY YOUNG
ZAJACK	ANDREW FRANK		BELLUCK & FOX LLP	PATRICIA ZAJACK
ZEGARELLI	JERRY		BELLUCK & FOX LLP	GENEVIEVE ZEGARELLI
ZEISING	WOLFGANG		BELLUCK & FOX LLP	JOHN ZEISING; ANNA ZEISING

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

EXHIBIT H

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Case No. 3:14-CV-00130-GCM-DSC**

**GARLOCK SEALING TECHNOLOGIES
LLC, et al.,**

Plaintiffs,

v.

WATERS & KRAUS, LLP, et al.,

Defendants.

NOTICE OF SERVICE OF SUBPOENAS DUCES TECUM

PLEASE TAKE NOTICE that Plaintiffs Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd. intend to serve the Subpoenas to Produce Documents, Information, or Objects in a Civil Action attached hereto as Exhibit A on Eagle-Picher Industries Personal Injury Settlement Trust, Keene Creditors Trust, Raytech Corporation Asbestos Personal Injury Settlement Trust, UNR Asbestos-Disease Claims Trust, C. E. Thurston & Sons Asbestos Trust, Manville Personal Injury Settlement Trust, United States Mineral Products Company Asbestos Personal Injury Settlement Trust, Armstrong World Industries Asbestos Personal Injury Settlement Trust, Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust, Celotex Asbestos Settlement Trust, DII Industries, LLC Asbestos PI Trust, Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund), Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund), United States Gypsum Asbestos Personal Injury Settlement Trust, Hercules Chemical Company, Inc. Asbestos Trust, JT Thorpe Company Successor Trust, Shook & Fletcher Asbestos Settlement Trust, A&I Corporation Asbestos Bodily Injury Trust, A-Best Asbestos Settlement Trust, AC&S Asbestos Settlement Trust, ARTRA 524(g) Asbestos Trust, ASARCO LLC Asbestos Personal Injury

Settlement Trust, Brauer 524(g) Asbestos Trust, Burns and Roe Asbestos Personal Injury Settlement Trust, Combustion Engineering 524(g) Asbestos PI Trust, Congoleum Plan Trust, G-I Asbestos Settlement Trust, H. K. Porter Asbestos Trust, Kaiser Asbestos Personal Injury Trust, Lummus 524(g) Asbestos PI Trust, Plibrico Asbestos Trust, Porter Hayden Bodily Injury Trust, Quigley Company, Inc. Asbestos Personal Injury Trust, T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust, J.T. Thorpe Settlement Trust, Thorpe Insulation Settlement Trust, and Western Asbestos Settlement Trust on December 23, 2015.

This 22nd day of December, 2015.

/s/ Matthew F. Tilley

Garland S. Cassada
N.C. Bar No. 12352
D. Blaine Sanders
N.C. Bar No. 12541
Douglas M. Jarrell
N.C. Bar No. 21138
Ty E. Shaffer
N.C. Bar No. 38495
Matthew F. Tilley
N.C. Bar No. 40125

ROBINSON BRADSHAW & HINSON, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
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gcassada@rbh.com
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djarrell@rbh.com
tshaffer@rbh.com
mtilley@rbh.com

*Counsel to Plaintiffs Garlock Sealing
Technologies LLC and Garrison Litigation
Management Group, Ltd.*

CERTIFICATE OF SERVICE

The undersigned attorney for Plaintiffs certifies that a copy of the foregoing has been served on the following attorneys for the parties in this action by electronic service through the CM/ECF system:

Sara W. Higgins (shiggins@higginsowens.com)
Raymond E. Owens, Jr. (rowens@higginsowens.com)
Stephen D. Susman (ssusman@susmangodfrey.com)
Vineet Bhatia (vhatia@susmangodfrey.com)
Ashley L. McMillian (amcmillian@susmangodfrey.com)

This 22nd day of December, 2015.

/s/ Matthew F. Tilley
Matthew F. Tilley

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Armstrong World Industries Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
--	--

Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Armstrong World Industries Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Armstrong World Industries Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
--	--

Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Armstrong World Industries Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE	[REDACTED]	WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES	[REDACTED]	WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT	[REDACTED]	WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE	[REDACTED]	WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA	[REDACTED]	WATERS & KRAUS	
TURLEY	CARL	[REDACTED]	WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT	[REDACTED]	WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST	[REDACTED]	WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES	[REDACTED]	WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE	[REDACTED]	WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD	[REDACTED]	WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS	[REDACTED]	COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT	[REDACTED]	WATERS & KRAUS	
WARDEN	KENNETH H SR	[REDACTED]	LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR	[REDACTED]	WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E	[REDACTED]	WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES	[REDACTED]	WATERS & KRAUS	
WESTFORD	JOHN	[REDACTED]	WATERS & KRAUS	
WHALEY	ALLAN	[REDACTED]	WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT	[REDACTED]	WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M	[REDACTED]	WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE	[REDACTED]	WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L	[REDACTED]	WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL	[REDACTED]	WATERS & KRAUS	
WILLIFORD	WILLIAM	[REDACTED]	WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C	[REDACTED]	WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK	[REDACTED]	WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD	[REDACTED]	WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD	[REDACTED]	WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A	[REDACTED]	WATERS & KRAUS	
WOLFF	JULIAN	[REDACTED]	WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H	[REDACTED]	WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY	[REDACTED]	WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F	[REDACTED]	WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Waters & Kraus, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Celotex Asbestos Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Celotex Asbestos Settlement Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		AW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.)
Waters & Kraus, LLP, et al.)
Defendant)

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Celotex Asbestos Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Celotex Asbestos Settlement Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLEND A W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLEND A J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELIN		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Waters & Kraus, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: DII Industries, LLC Asbestos PI Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean DII Industries, LLC Asbestos PI Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.
2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.
3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.
4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: DII Industries, LLC Asbestos PI Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean DII Industries, LLC Asbestos PI Trust.
2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.
3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.
4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.
5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.
6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.
7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.
8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.
9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLEND A W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLEND A J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Waters & Kraus, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
--	--

Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
 - (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
 - (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLEND A CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLEND A CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)
Plaintiff)
v.) Civil Action No. 3:14-cv-00130-GCM-DSC
Waters & Kraus, LLP, et al.)
Defendant)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.

2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.

3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.

4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE	[REDACTED]	WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES	[REDACTED]	WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT	[REDACTED]	WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE	[REDACTED]	WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA	[REDACTED]	WATERS & KRAUS	
TURLEY	CARL	[REDACTED]	WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT	[REDACTED]	WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST	[REDACTED]	WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES	[REDACTED]	WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE	[REDACTED]	WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD	[REDACTED]	WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS	[REDACTED]	COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT	[REDACTED]	WATERS & KRAUS	
WARDEN	KENNETH H SR	[REDACTED]	LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR	[REDACTED]	WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E	[REDACTED]	WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES	[REDACTED]	WATERS & KRAUS	
WESTFORD	JOHN	[REDACTED]	WATERS & KRAUS	
WHALEY	ALLAN	[REDACTED]	WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT	[REDACTED]	WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M	[REDACTED]	WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE	[REDACTED]	WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L	[REDACTED]	WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL	[REDACTED]	WATERS & KRAUS	
WILLIFORD	WILLIAM	[REDACTED]	WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C	[REDACTED]	WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK	[REDACTED]	WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD	[REDACTED]	WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD	[REDACTED]	WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A	[REDACTED]	WATERS & KRAUS	
WOLFF	JULIAN	[REDACTED]	WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H	[REDACTED]	WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY	[REDACTED]	WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F	[REDACTED]	WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
 Western District of North Carolina

Garlock Sealing Technologies LLC , et al.)	
<i>Plaintiff</i>)	
v.)	Civil Action No. 3:14-cv-00130-GCM-DSC
)	
Waters & Kraus, LLP, et al.)	
<i>Defendant</i>)	

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
 OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
 1209 Orange Street
 Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
 See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk



Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (*name of party*), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund).

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
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LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELIN		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Waters & Kraus, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: United States Gypsum Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:
See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean United States Gypsum Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Trust Claim Forms submitted by, for, or on behalf of any Claimant, including, without limitation, all claim forms, proofs of claim, and material submitted by a Claimant in order to have the claim evaluated by such Trust and relied upon by such Trust in making its compensation determination, as well as any amendments and amended versions, and any documents submitted therewith (such as affidavits, deposition transcripts, invoices, or the like) containing evidence of such Claimant's exposure to asbestos or any asbestos-containing products.
2. All Documents reflecting, discussing or relating to the status of any Trust Claim submitted by, for, or on behalf of any Claimant and including, without limitation, information concerning deferral claims and periods of deferral, revisions, amendments, updates, payments and payment dates, withdrawals, or deletions.
3. All other Documents discussing or referring to any Claimant's Trust Claims, including, without limitation, any correspondence between the Trust and any attorney representing any Claimant.
4. In the event that a Trust has no Documents relating to any of the foregoing Requests (i.e., items 1-3 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELINE		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDRA KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

UNITED STATES DISTRICT COURT

for the
Western District of North Carolina

Garlock Sealing Technologies LLC , et al.

Plaintiff

v.

Waters & Kraus, LLP, et al.

Defendant

Civil Action No. 3:14-cv-00130-GCM-DSC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: United States Gypsum Asbestos Personal Injury Settlement Trust
1209 Orange Street
Wilmington, DE 19801

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

Place: Marshall, Dennehey, Warner, Coleman & Goggin Attn: Gary H. Kaplan 1007 N. Orange Street, Suite 600 P.O. Box 8888 Wilmington, DE 19801	Date and Time: January 29, 2016 by 5:00 pm
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 12-22-15

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party), who issues or requests this subpoena, are:

Matthew Tilley, 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, mtilley@rbh.com, (704) 377-2536 (telephone)

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 3:14-cv-0130-GCM-DSC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 3)

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” shall mean United States Gypsum Asbestos Personal Injury Settlement Trust.

2. “*Claimant*” shall mean each individual listed in the attached Exhibit 1 and any agent, attorney, consultant, entity, or person acting or purporting to act for, on behalf of, in conjunction with, or who is subject to the direction and control of, such individual, including, without limitation, family members, representatives of such individual’s estate, and anyone identified in Exhibit 1 as a “related individual” with respect to such person.

3. “*Plaintiffs*” shall mean Garlock Sealing Technologies LLC and Garrison Litigation Management Group, Ltd.

4. “*Plaintiffs’ Counsel*” shall mean Robinson, Bradshaw & Hinson, P.A., and any firm acting on Plaintiffs’ behalf in regard to this Subpoena.

5. “*Trust*” shall mean each of the entities listed on Exhibit 2 and any and all predecessors or successors thereto, individually, and “*Trusts*” shall mean all of the entities listed on Exhibit 2 and all predecessors or successors thereto, collectively.

6. “*Trust Claims*” shall mean claims asserted, advanced, made, filed, or submitted against any Trust.

7. “*Trust Claim Form*” shall mean all Documents by which a claimant asserts, advances, makes, files, or submits a claim against a Trust.

8. “*Document*” refers to all items subject to discovery under Federal Rule of Civil Procedure 34, including, but not limited to, any written or recorded material of any kind, including the originals and all non-identical copies, whether different from the originals by reason of any notation made on such copies or otherwise; notations of any sort of conversations, telephone calls, meetings, or other communications; all graphic or oral records or representations of any kind; and mechanical, electronic, or computer-stored records or representations of any kind, including writings, drawings, graphs, charts, photographs, video and audio tapes, cassettes, diskettes, records, CDs, email, computer hard drives, software, or other data compilations from which information can be obtained through detection devices and translated into reasonably usable form.

9. *Scope*. These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. These requests should be construed as being limited to each of the Trusts that is or has been administered by, controlled by, or connected with You, unless the Documents or information requested therein are otherwise within Your possession, custody, or control.

10. *Form of Production.* Unless otherwise specified or agreed to, documents shall be produced in the following formats:

E-mails. E-mails should be produced as single-page tiff images and corresponding document-level text files. The images should be produced with an IPRO .lfp load file and a Concordance .dat file for the metadata (.dat file delimiters should be ^ and |). E-mail attachments shall be handled according to the provisions below applicable to loose electronic documents. The following metadata should be produced for each e-mail: Begin Bates, End Bates, confidentiality designation, to, from, cc, bcc, date sent, date received, subject, number of attachments, begattach, endattach, ParentID, and custodian. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Electronic Documents (other than Excel and e-transcript files). Word and other electronic documents shall be produced as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. Load files shall include the following metadata: Begin Bates, End Bates, confidentiality designation, author, source, date created, last modified date, and original filename. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Production of ESI in Native Format. All Excel and e-transcript files (.ptx and .txt files), database, audio, or video files will be produced natively. Native files that may be produced will be produced with a Bates number and confidentiality designation, if applicable, as the file name (ex: Bates-00001_Confidential.xls). The original file name of the native file will be preserved and produced as part of the metadata for that file.

Hard copy documents. Parties shall produce hard copy documents as single-page tiff images and corresponding document-level text files with an IPRO .lfp load file and Concordance .dat file for the metadata. The following metadata should also be produced: Begin Bates, End Bates, confidentiality designation, and source. If a document does not contain extractable text, the producing party shall provide OCR for that document. For any document that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

Redactions. For any document or e-mail that is redacted, the producing party shall withhold any metadata that is the subject of the redaction, and provide OCR of the produced image as redacted.

11. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being

claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

12. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: date of disposal, manner of disposal, reason for disposal, person authorizing the disposal, and the person disposing of the Document.

13. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

14. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

15. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

16. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

17. *Production.* Documents produced pursuant to this subpoena shall be produced to Robinson, Bradshaw & Hinson, P.A., as counsel to the Plaintiffs (or its agents in such capacity) in the proceeding *Garlock Sealing Technologies LLC, et al. v. Waters & Kraus, LLP, et al.*, Case No. 3:14-cv-130-GCM-DSC, pending in the United States District Court for the Western District of North Carolina.

DOCUMENT REQUESTS

1. All Documents discussing or relating to Trust Claim filing deadline or limitations periods; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing Trust Claims, including the practice of delaying, withdrawing, or deferring Trust Claims; site list claims; or answering discovery in asbestos personal injury cases. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning the subjects listed in this Request.

2. All Documents reflecting, discussing, or relating to the exposure evidence required to qualify for a Trust payment, including any instructions provided to Trust claimants about how to satisfy exposure requirements. This Request specifically includes correspondence with any Claimant, any attorney representing any Claimant, the Caplin & Drysdale firm, or any insurer concerning this exposure evidence.

3. All Documents reflecting, discussing, or relating to any change in Trust rules concerning filing deadline or limitations; exposure requirements; site list claims; or sole benefit, confidentiality, deferral, or withdrawal provisions.

4. All Documents reflecting, discussing or relating to any conferences or meetings between and among different Trusts, including, without limitation, Documents that reflect, discuss, or relate to conference or meeting agendas or any of the following subjects: claim filing deadline or limitations periods; exposure requirements; sole benefit, confidentiality, deferral, or withdrawal provisions; delaying, deferring, or withdrawing claims; site list claims; or answering discovery or responding to subpoenas in asbestos personal injury cases in the tort system.

5. In the event that a Trust has no Documents relating to any of the foregoing Requests (*i.e.*, items 1-4 above), a certification to that effect for each such Request.

EXHIBIT 1
(See attached.)

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
ACUFF	MARVIN M JR		WATERS & KRAUS	ROBERT ACUFF
AITKEN	DANIEL D		WATERS & KRAUS	MARIA B AITKEN
ALDRIDGE	BILLY		WATERS & KRAUS	BARBARA ALDRIDGE
ANDERSON	HAROLD		WATERS & KRAUS	ELLEN ANDERSON
ARREDONDO	SOLOMON C		WATERS & KRAUS	EVELYN ARREDONDO
ASHPOLE	OTTO		WATERS & KRAUS	KRISTINE ASHPOLE
BACCUS	JAMES SYLVESTER		WATERS & KRAUS	SYBLE J BACCUS
BAGIN	DANIEL		WATERS & KRAUS	
BAILEY	RONALD		WATERS & KRAUS	LYNNE BAILEY
BAKER	JAMES M		WATERS & KRAUS	DIANE T BAKER
BAKKE	NORMAN		WATERS & KRAUS	
BARD	JAMES M		WATERS & KRAUS	ELIZABETH Z BARD
BARLOW	GERALD		WATERS & KRAUS	ANNETTE BARLOW
BIEHL	GLENN		WATERS & KRAUS	
BISHOP	TED		WATERS & KRAUS	
BISSEY	CHARLES		WATERS & KRAUS	THERESA BISSEY
BLACKMON	BENNIE B		WATERS & KRAUS	COLLEEN I BLACKMON
BLUMBERG	STERLING PRICE		WATERS & KRAUS	JOA BLUMBERG
BOCK	MARION L		WATERS & KRAUS	
BOHANNON	JIMMY D		WATERS & KRAUS	
BOL	MARK		WATERS & KRAUS	BETTY JO BOL
BOLTON	DENNIS		WATERS & KRAUS	BARBARA BOLTON
BOYER	EDWARD		WATERS & KRAUS	JOAN BOYER
BRAATEN	VERNON		WATERS & KRAUS	
BRACKETT	LEE		WATERS & KRAUS	VIRGINIA BRACKETT
BRADBURY	WILLIAM D JR		WATERS & KRAUS	CARMEL G BRADBURY
BRADLEY	WELDON L		WATERS & KRAUS	RUTH M BRADLEY
BRAINERD	ELMER		WATERS & KRAUS	DOROTHY BRAINERD
BRASSFIELD	PHILLIP R		WATERS & KRAUS	
BREAUX	JOSEPH		WATERS & KRAUS	DIANE BREAUX
BREWER	CHIEF Y R		WATERS & KRAUS	GALE BREWER
BRODNAX	ELMER "LEE"		WATERS & KRAUS	
BROOKS	PAUL		WATERS & KRAUS	
BROWN	TALTON W		WATERS & KRAUS	TOMMIE F BROWN
BURROW	JIMMIE C		WATERS & KRAUS	
BYE	RONALD DUANE		WATERS & KRAUS	
CAPPELLI	GIUSEPPE		WATERS & KRAUS	VIRGINIA CAPPELLI
CARDARO	TERRY MICHAEL SR		WATERS & KRAUS	JO ANN CARDARO
CARDEN	WILLIAM		WATERS & KRAUS	ELLA MAE CARDEN
CARLSON	WILLIAM		WATERS & KRAUS	MARCIA CARLSON
CARTER	MARVIN		WATERS & KRAUS	COLLEEN CARTER
CARTER	FRED		WATERS & KRAUS	REBECCA T CARTER
CASSAVAUGH	SKIP		WATERS & KRAUS	MARY ANN CASSAVAUGH
CHAPMAN	EUGENE		WATERS & KRAUS	MARY CHAPMAN
CHEEK	TERRELL MARSHALL		WATERS & KRAUS	JENNIFER N CHEEK PRESUTTO
CHELI	JOHN L JR		WATERS & KRAUS	MARILYN CHELI
CHERNISHENKO	ROY		WATERS & KRAUS	
CICHOCKI	THEODORE		WATERS & KRAUS	JACQUELINE CICHOCKI
CIPOV	DONALD		WATERS & KRAUS	SUSAN CIPOV
CLARK	FLOYD JR		WATERS & KRAUS	
CLAYTON	JIM		WATERS & KRAUS	BONNIE CLAYTON
COCKRILL	RAYMOND C		JACOBS & CRUMPLAR; WATERS & KRAUS	DARLINE A COCKRILL
COLVIN	MURRAY GORDON		WATERS & KRAUS	
COWARD	FREDERICK		WATERS & KRAUS	VERNA COWARD
COYLE	PAUL B		WATERS & KRAUS	CAROLYN COYLE
CRABLE	JOHN		WATERS & KRAUS	JOAN CRABLE
CUMMINGS	BOBBIE C		WATERS & KRAUS	GLENDIA W CUMMINGS
CUNDIFF	CHARLES H		WATERS & KRAUS	GLENDIA J CUNDIFF
CUNNINGHAM	RICHARD W		WATERS & KRAUS	BETTY CUNNINGHAM
CUNNINGHAM	ROBERT B		WATERS & KRAUS	WILLA R CUNNINGHAM
DALE	RALPH		WATERS & KRAUS	
DARNOLD	LEVAUGHN		WATERS & KRAUS	JEAN B DARNOLD
DAVIS	JERRY DELL		WATERS & KRAUS	EVA MAE DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	JOHN R		WATERS & KRAUS	ANNA J DAVIS
DAVIS	ROY JR		WATERS & KRAUS	MARTHANN DAVIS
DEBOISE	WILLIAM		WATERS & KRAUS	CHARLENE DEBOISE
DEMETER	JOSEPH		WATERS & KRAUS	AGNES DEMETER

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
DIAZ	VIGIL		WATERS & KRAUS	ADLINE DIAZ
DOMBROWSKI	ROBERT H		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PHYLLIS K DOMBROWSKI
DOUGLAS	RONNY		WATERS & KRAUS	BARBARA DOUGLAS
DOWERS	VERENA		WATERS & KRAUS	KENNETH DOWERS
DUNCAN	CHARLES		WATERS & KRAUS	SHARON DUNCAN
DURBIN	LLOYD E		WATERS & KRAUS	ELIZABETH A DURBIN
DYE	DJ		WATERS & KRAUS	LOLA DYE
DYER	BOBBIE L		WATERS & KRAUS	MARGUERITE DYER
EATON	DEWEY EDWARD		STANLEY MANDEL & IOLA L.L.P.; WATERS & KRAUS	CAROL MAE EATON
ECHAVES	FREDDY		WATERS & KRAUS	ROBERTA K ECHAVES
EDDY	DONALD RAY		WATERS & KRAUS	LILLIE Y EDDY
ENAYATI	HOMAYOON		WATERS & KRAUS	SHAHNAZ ENAYATI
ENGLERT	JOHN		WATERS & KRAUS	GEORGIA ENGLERT
FEAGAN	GENE		WATERS & KRAUS	GAYLE SCHNEIDER
FINCH	WALTER		WATERS & KRAUS	FLORENCE FINCH
FLORES	RUBEN		WATERS & KRAUS	
FORD	EDWARD		WATERS & KRAUS	SUSZAN FORD
FORDYCE	KENNETH WAYNE		WATERS & KRAUS	SHELVA JEAN FORDYCE
FRANKLIN	VERNON JR		WATERS & KRAUS	
FREDRICKSON	PETER		WATERS & KRAUS	DOROTHY FREDRICKSON
FREE	ROBERT C		WATERS & KRAUS	
FREEMAN	JERRY		WATERS & KRAUS	
GABBERT	WILLIAM		WATERS & KRAUS	NORMA GABBERT
GALASSI	PETER		WATERS & KRAUS	LOUISE L GALASSI
GARRETT-TAKAKI	FAYE		WATERS & KRAUS	HENRY TAKAKI
GILCREASE	FRED L		WATERS & KRAUS	DOROTHY GILCREASE
GILL	DENNIS PR ROBERT		WATERS & KRAUS	
GLENN	BOBBY		WATERS & KRAUS	ELEANOR GLENN
GOEBEL	WILLIAM JAMES		WATERS & KRAUS	MARLENE GOEBEL
GREGORY	HARVEY		WATERS & KRAUS	WAYNE GREGORY
GRIFFIN	JAMES		WATERS & KRAUS	HELEN GRIFFIN
GROVE	ROY		WATERS & KRAUS	JEAN GROVE
GUEVARRA	MANUEL		WATERS & KRAUS	CAROL GUEVARRA
GUYTON	TYLER JR		WATERS & KRAUS	
HALL	ALFRED C		WATERS & KRAUS	BERTIE G HALL
HANDLEY	WAYNE S		WATERS & KRAUS	MARCIA F HANDLEY
HASSALL	ALBERT		WATERS & KRAUS	SANDRA HASSALL
HAUPT	EARL O III		WATERS & KRAUS	ALMA C HAUPT
HAYNES	JAMES L		WATERS & KRAUS	MARTHA A HAYNES
HAZEN	THOMAS		WATERS & KRAUS	SANDRA HAZEN
HENRY	JIM		WATERS & KRAUS	CAROLINE HENRY
HERSHBERGER	JACK		WATERS & KRAUS	DONNA HERSHBERGER
HILL	ROBERT		WATERS & KRAUS	GAIL HILL
HIRSCHBERG	ROBERT G		WATERS & KRAUS	JOYCE HIRSCHBERG
HOGSTON	HARRY R		WATERS & KRAUS	DORIS HOGSTON
HORETZ	BRAD		WATERS & KRAUS	GLO HORETZ
HORN	ROBERT		BELLUCK & FOX LLP; WATERS & KRAUS	
HOTCHKISS	THOMAS		WATERS & KRAUS	
HOUSTON	JEFFREY WAYNE		WATERS & KRAUS	
HUGHES	LLOYD T		WATERS & KRAUS	NANCY G HUGHES
HURST	THOMAS BRADY		WATERS & KRAUS	
HUTCHISON	RICHARD		WATERS & KRAUS	
HUTCHISON	ROBERT I		WATERS & KRAUS	JOYCE HUTCHISON
HUTSON	BILLY		WATERS & KRAUS	
INNERARITY	BOYCE		WATERS & KRAUS	CAROLE INNERARITY
JAMROM	LORRAINE		WATERS & KRAUS	
JANES	CORNELL M		WATERS & KRAUS	SUSAN M JANES
JOHNS	VAL		WATERS & KRAUS	SHARON JOHNS
JOHNSON	ROBERT J		WATERS & KRAUS	ELIZABETH JOHNSON
JONES	PEARL		WATERS & KRAUS	CYRUS JONES
JONES	GLENN		WATERS & KRAUS	MILDRED JONES
JONES	MAX		WATERS & KRAUS	DIANNA L DUDLEY
JOURDAN	WILLIAM		WATERS & KRAUS	EUGENIA JOURDAN; JENNY JOURDAN
KENNEDY	DANIEL		WATERS & KRAUS	HELEN KENNEDY
KENNEDY	MARVIN C JR		WATERS & KRAUS	JONATHAN K KENNEDY; VANESSA KENNEDY

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
KERN	HAROLD L		WATERS & KRAUS	EVELYNDALE KERN
KINCAID	ROGER C		WATERS & KRAUS	DORIS M KINCAID
KOEBERLE	JOHN H		SHEIN LAW CENTER; WATERS & KRAUS	MARGARET P KOEBERLE
KORONCZOK	F ROMAN		WATERS & KRAUS	
KROTZER	JOSEPH R		WATERS & KRAUS	TAMARA J KAPRAUN; BETTY R KROTZER
KRUSSELL	GERALD		WATERS & KRAUS	VIRGINIA KRUSSELL
KUHLMAN	JOHN		WATERS & KRAUS	JEANNETTE KUHLMAN
LAFFITTE	ROYCE DAN		WATERS & KRAUS	CECELIA CLAIRE LAFFITTE
LANDINGIN	ALBERT		WATERS & KRAUS	EPIFAANIA LANDINGIN
LANGER	ROBERT		WATERS & KRAUS	SHARON LANGER
LANPHER	DAVID T		WATERS & KRAUS	PAULINE B LANPHER
LARSON	WAYNE K		WATERS & KRAUS	LILA M LARSON
LAUZON	BERNARD		WATERS & KRAUS	
LEARN	ROBERT		WATERS & KRAUS	MELBA LEARN
LEHMANN	CLARENCE R		WATERS & KRAUS	DOROTHY A LEHMANN
LERVOLD	ORVILLE H		WATERS & KRAUS	
LEWIS	GORDON		WATERS & KRAUS	DOROTHY LEWIS
LEWIS	OTHO G JR		WATERS & KRAUS	ANNA C LEWIS
LOOMAN	ROBERT		WATERS & KRAUS	VICKIE LOOMAN
LOSS	ALBERT MANFORD		WATERS & KRAUS	PATSY R LOSS
LUCE	ROBERT "R T" THOMAS		WATERS & KRAUS	GW LUCE
MACDONALD	SUSAN		WATERS & KRAUS	GERI MACDONALD
MADDEN	THOMAS JR		WATERS & KRAUS	LAURA MADDEN
MANEY	ROBERT		WATERS & KRAUS	DOROTHY MANEY
MANNING	RICHARD G		WATERS & KRAUS	KIMBERKLY DUTTON
MARVIN	ROBERT G		WATERS & KRAUS	
MATHIAS	GEORGE		WATERS & KRAUS	DIANE MATHIAS
MATTISON	ROBERT D		WATERS & KRAUS	
MATTOX	WILLIAM DAVID		WATERS & KRAUS	
MAYO	WILLIAM HOWARD JR		WATERS & KRAUS	
MCCANN	TERRY		WATERS & KRAUS	LUCILLE MCCANN
MCDOWELL	KENNETH		WATERS & KRAUS	SUSAN MCDOWELL
MCNAMARA	JOHN		WATERS & KRAUS	TRICIA MCNAMARA
MCNIEL	VAN H		WATERS & KRAUS	SUSAN MCNIEL
MCNUTT	JACK		WATERS & KRAUS	MABEL MCNUTT
MEESE	GERALD W		WATERS & KRAUS	
MIKUL	MICHAEL		WATERS & KRAUS	MELODY A DEAN; JANICE MIKUL
MILLER	JAMES C "JAKE"		WATERS & KRAUS	
MILLER	EARL R		WATERS & KRAUS	UNA F MILLER
MOORE	ROBERT		WATERS & KRAUS	NANCY MOORE
MORGAN	MERLAND		WATERS & KRAUS	HELEN MORGAN
MORRISON	GLENN		WATERS & KRAUS	AFTON MORRISON
MUELLER	REINHOLD		WATERS & KRAUS	URSULA MUELLER
MULLEN	JAMES		WATERS & KRAUS	
MUMFORD	MALCUM		WATERS & KRAUS	RACHEAL MUMFORD
MURCH	ROBERT		WATERS & KRAUS	BRIAN MURCH
MURPHY	GEORGE		WATERS & KRAUS	FRANCES MURPHY
NEAL	CAROL		WATERS & KRAUS	GEORGE J BERLUND JR; GEORGE E NEAL
NEIDERMEYER	WILLIAM HARRY		WATERS & KRAUS	
NIEBAUER	ROBERT		WATERS & KRAUS	JUDITH NIEBAUER
NOLEN	WILLIAM		WATERS & KRAUS	MARY NOLEN
NOLEN	JOHN M		WATERS & KRAUS	SARAH NOLEN
OAKES	RONNIE		WATERS & KRAUS	
O'CONNOR	IRIS C		WATERS & KRAUS	HAROLD B O'CONNOR
O'NEIL	PATRICK J		WATERS & KRAUS	BARBARA J O'NEIL
O'NEILL	JAMES R		WATERS & KRAUS	
ORECCHIO	JOHN A		WATERS & KRAUS	
ORTIZ	JAKE		WATERS & KRAUS	ROSALIA ORTIZ
PACK	CLIFTON		WATERS & KRAUS	MARGARET PACK
PARKER	BILL A		WATERS & KRAUS	
PECUKONIUS	JOSEPH		WATERS & KRAUS	SHERRY PECUKONIUS
PERRIN	RICHARD		WATERS & KRAUS	ELEANOR PERRIN
PERRY	JAMES J II		WATERS & KRAUS	JOSEPH PERRY
PERRY	GARY W		WATERS & KRAUS	PATRICIA M PERRY
PIGG	DONALD LEE		WATERS & KRAUS	SHIRLEY ANN PIGG
PITTS	WILLIAM E		WATERS & KRAUS	JANET PITTS

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
PLESSINGER	BENNIE		WATERS & KRAUS	SHIRLEY PLESSINGER
PREE	JAMES		THE PARRON FIRM; WATERS & KRAUS	
PRESZLER	HAROLD DOUGLAS		WATERS & KRAUS	
PRETKO	EDWARD J		WATERS & KRAUS	ANNE PRETKO
PUCKETT	DANNY REX		WATERS & KRAUS	MAXINE C PUCKETT
PYLE	GERALD		WATERS & KRAUS	DEBBIE PYLE
RACIK	STANLEY A		WATERS & KRAUS	GERALDINE RACIK
RANDOL	THOMAS		WATERS & KRAUS	KATHERINE RANDOL
REED	THOMAS R		WATERS & KRAUS	LORRAINE L REED
REHRIG	ROBERT E		WATERS & KRAUS	DONNA REHRIG
REICKER	FLORENCE H		WATERS & KRAUS	ROBERT A REICKER
REIVITT	RICHARD		WATERS & KRAUS	NORMA JEAN REIVITT
RHODES	JAMES E		WATERS & KRAUS	ELLA JEAN RHODES
RICHARDSON	AUSTIN		WATERS & KRAUS	JOETTA RICHARDSON
RIGGLE	RICHARD		WATERS & KRAUS	BETTY P RIGGLE
ROBERTSON	MICHAEL		WATERS & KRAUS	MARIANNE ROBERTSON
ROCHON	ADELIN		WATERS & KRAUS	LAWRENCE ROCHON
ROYCE	ROY		WATERS & KRAUS	JOYCE ROYCE
ROYER	ELMER L		WATERS & KRAUS	HENRIETTA ROYER
SALLER	WILLIAM		WATERS & KRAUS	DONNA SALLER
SARTIN	VERNOR		WATERS & KRAUS	LORRAINE SARTIN
SCHNABEL	ANDREW		WATERS & KRAUS	AUDREY SCHNABEL
SCHUMACHER	JOHN		SHEIN LAW CENTER; WATERS & KRAUS	BONNIE SCHUMACHER
SCIFRES	WALTER		WATERS & KRAUS	SHARNDR A KOZAK
SCOTT	MICHAEL V		WATERS & KRAUS	DEVRA SCOTT
SHAHABI	AMANOLLAH		WATERS & KRAUS	MAHIN SHAHABI
SHAW	THOMAS		WATERS & KRAUS	IRIS SHAW
SHELTON	JOHN E		WATERS & KRAUS	SHEARAN SHELTON
SHORT	WILLIAM		WATERS & KRAUS	PHYLLIS SHORT
SHORT	RUSSELL		WATERS & KRAUS	BETTE SHORT
SILVESTRO	SALVATORE		WATERS & KRAUS	DORIS SILVESTRO
SIMKINS	HARRY		WATERS & KRAUS	JANET SIMKINS
SIMS	BENNY		WATERS & KRAUS	PAMELA SIMS
SKELLY	GORDON B		WATERS & KRAUS	JUDY M SKELLY
SKINNER	MERVYN		WATERS & KRAUS	ROSALIE SKINNER
SLUDER	DENNIS JR		WATERS & KRAUS	SHIRLEY SLUDER
SMITH	DEWAYNE		WATERS & KRAUS	MARY SMITH
SMITH	DAVID R		WATERS & KRAUS	KATHLEEN M SMITH
SMITH	SAM E		WATERS & KRAUS	ELAINE SMITH
SMITH	HOWARD		WATERS & KRAUS	CARLA SMITH
SMITH	BARNEY		WATERS & KRAUS	GARRY LYNN SMITH
SMITH	GEORGE K		WATERS & KRAUS	NORMA SMITH
SOREY	WALTER M		WATERS & KRAUS	DIANE SOREY
STACEY	SAMUEL EARL		WATERS & KRAUS	
STECKLER	MICHAEL		WATERS & KRAUS	DEE STECKLER
STEENBERGEN	RODNEY		WATERS & KRAUS	LINDA STEENBERGEN
STERLING	JOHN		WATERS & KRAUS	PEGGY STERLING
STEWART	JON		WATERS & KRAUS	SANDRA STEWART
STRALO	RONALD R		SHEIN LAW CENTER; WATERS & KRAUS	MARY F STRALO
STROCK	BOBBY		WATERS & KRAUS	
STUDER	JAMES		WATERS & KRAUS	PIA STUDER
SUNDAY	JOHN S		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	BARBARA L SUNDAY
SWEETEN	ALLEN		WATERS & KRAUS	VIEVIENNE SWEETEN
SYKES	PAUL		WATERS & KRAUS	BONNIE SYKES
TAMAYO	ADOLPH J		WATERS & KRAUS	ANGIE Q TAMAYO
TATE	OLIVER J		WATERS & KRAUS	
TAYLOR	REGINALD R		WATERS & KRAUS	VICKIEL TAYLOR
TAYLOR	WILLIAM ELMO		WATERS & KRAUS	BARBARA A TAYLOR
THAUT	RODNEY		BELLUCK & FOX LLP; WATERS & KRAUS	KATHRYN LYNN THAUT
THIEBAULT	EDWARD		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	PEARL THIEBAULT
THIMESCH	LAWRENCE		WATERS & KRAUS	ANN THIMESCH
THOMAS	PAUL		WATERS & KRAUS	
THOMAS	SIMON SR		WATERS & KRAUS	
THOMAS	GERALD ELLIS		WATERS & KRAUS	
THOMAS	ROBERT LAMAR		WATERS & KRAUS	JOYE THOMAS
TKAC	ALBERT		WATERS & KRAUS	HELEN TKAC

Last Name	First Name	SSN	Law Firm(s)	Related Individuals
TOMICH	GEORGE		WATERS & KRAUS	LORRAINE TOMICH
TOWERY	JAMES		WATERS & KRAUS	ADELINE TOWERY
TREGGETT	ROBERT		WATERS & KRAUS	LINDA TREGGETT
TUCKER	CLAUDE		WATERS & KRAUS	BETTY TUCKER
TUNSTALL	VIOLA		WATERS & KRAUS	
TURLEY	CARL		WATERS & KRAUS	LEVELLA TURLEY
TYNES	RUPERT		WATERS & KRAUS	MILDRED TYNES
UMPHRIES	EARNEST		WATERS & KRAUS	VERTIE MAY UMPHRIES
VAN HOY	MICHAEL JAMES		WATERS & KRAUS	PATRICIA A VAN HOY
VERNON	TOMMY LEE		WATERS & KRAUS	LINDA VERNON
WALMACH	RICHARD		WATERS & KRAUS	DONNA WALMACH
WALRAVEN	MARINUS		COADY LAW FIRM; WATERS & KRAUS	IRENE WALRAVEN
WARD	ROBERT		WATERS & KRAUS	
WARDEN	KENNETH H SR		LAW OFFICES OF MICHAEL P. JOYCE; WATERS & KRAUS	LOYCE R WARDEN
WASHINGTON	JOHN H JR		WATERS & KRAUS	HELEN P WASHINGTON
WATTS	JAMES E		WATERS & KRAUS	DEBORAH A WATTS
WEESE	CARL CHARLES		WATERS & KRAUS	
WESTFORD	JOHN		WATERS & KRAUS	
WHALEY	ALLAN		WATERS & KRAUS	NEILA WHALEY
WHEELER	ROBERT		WATERS & KRAUS	LOY WHEELER
WHITE	VANICE M		WATERS & KRAUS	JOANNE WHITE
WHITMIRE	JIMMIE		WATERS & KRAUS	BARBARA WHITMIRE
WILLIAMS	TOMMIE L		WATERS & KRAUS	IMOGENE WILLIAMS
WILLIAMS	DANIEL		WATERS & KRAUS	
WILLIFORD	WILLIAM		WATERS & KRAUS	SOMJAI WILLIFORD
WILOUGHBY	LOUIS C		WATERS & KRAUS	ANNALIESE WILOUGHBY
WILSON	JACK		WATERS & KRAUS	WILMA WILSON
WILSON	ALLAN EDWARD		WATERS & KRAUS	PEGGY WILSON
WITKOWSKI	EUGENE EDWARD		WATERS & KRAUS	JANE F WITKOWSKI
WOLFF	FRED A		WATERS & KRAUS	
WOLFF	JULIAN		WATERS & KRAUS	LINDA WOLFF
WOODARD	DENNIS H		WATERS & KRAUS	MYRA J WOODARD
YAGER	ROY		WATERS & KRAUS	RUTH YAGER
ZETTNER	CHARLES F		WATERS & KRAUS	JUDY J ZETTNER

EXHIBIT 2

Trusts

- A&I Corporation Asbestos Bodily Injury Trust
- A-Best Asbestos Settlement Trust
- AC&S Asbestos Settlement Trust
- Amatex Asbestos Disease Trust Fund
- APG Asbestos Trust
- API, Inc. Asbestos Settlement Trust
- Armstrong World Industries Asbestos Personal Injury Settlement Trust
- ARTRA 524(g) Asbestos Trust
- ASARCO LLC Asbestos Personal Injury Settlement Trust
- Babcock & Wilcox Company Asbestos Personal Injury Settlement Trust
- Bartells Asbestos Settlement Trust
- Brauer 524(g) Asbestos Trust
- Burns and Roe Asbestos Personal Injury Settlement Trust
- C. E. Thurston & Sons Asbestos Trust
- Celotex Asbestos Settlement Trust
- Combustion Engineering 524(g) Asbestos PI Trust
- Congoleum Plan Trust
- DII Industries, LLC Asbestos PI Trust
- Eagle-Picher Industries Personal Injury Settlement Trust
- Forty-Eight Insulations Qualified Settlement Trust
- Fuller-Austin Asbestos Settlement Trust
- G-I Asbestos Settlement Trust
- H. K. Porter Asbestos Trust
- Hercules Chemical Company, Inc. Asbestos Trust
- J.T. Thorpe Settlement Trust
- JT Thorpe Company Successor Trust
- Kaiser Asbestos Personal Injury Trust
- Keene Creditors Trust
- Lummus 524(g) Asbestos PI Trust
- Lykes Tort Claims Trust
- M. H. Detrick Company Asbestos Trust
- Manville Personal Injury Settlement Trust
- Muralo Trust
- NGC Bodily Injury Trust
- Owens Corning Fibreboard Asbestos Personal Injury Trust (FB Sub-Fund)
- Owens Corning Fibreboard Asbestos Personal Injury Trust (OC Sub-Fund)
- PLI Disbursement Trust
- Plibrico Asbestos Trust
- Porter Hayden Bodily Injury Trust
- Raytech Corporation Asbestos Personal Injury Settlement Trust

- Rock Wool Mfg Company Asbestos Trust
- Rutland Fire Clay Company Asbestos Trust
- Shook & Fletcher Asbestos Settlement Trust
- Skinner Engine Co. Asbestos Trust
- Stone and Webster Asbestos Trust
- Swan Asbestos and Silica Settlement Trust
- T H Agriculture & Nutrition, LLC Industries Asbestos Personal Injury Trust
- Thorpe Insulation Company Asbestos Personal Injury Settlement Trust
- United States Gypsum Asbestos Personal Injury Settlement Trust
- United States Lines, Inc. and United States Lines (S.A.) Inc. Reorganization Trust
- United States Mineral Products Company Asbestos Personal Injury Settlement Trust
- UNR Asbestos-Disease Claims Trust
- Utex Industries, Inc. Successor Trust
- Wallace & Gale Company Asbestos Settlement Trust
- Western MacArthur-Western Asbestos Trust

EXHIBIT I

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RAPID-AMERICAN CORPORATION,

Debtor.

Chapter 11

Case No. 13-bk-10687 (smb)

AUG 04 2017

AUG 04 2017

RAPID-AMERICAN CORPORATION, THE
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS, AND LAWRENCE FITZPATRICK,
THE FUTURE CLAIMANTS' REPRESENTATIVE,

Plaintiffs,

Adv. Proc. No. 15-ap-01095 (smb)

- against -

TRAVELERS CASUALTY AND SURETY
COMPANY, ST. PAUL FIRE AND MARINE
INSURANCE COMPANY, AND NATIONAL
UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA,

Defendants.

**SUBPOENA TO PRODUCE
DOCUMENTS, INFORMATION,
OR OBJECTS OR TO PERMIT
INSPECTION OF PREMISES IN A
CIVIL ACTION**

TO: Verus Claims Services
2000 Lenox Drive, Suite 206
Lawrenceville, NJ 08648

Production: **YOU ARE COMMANDED** to produce at the time, date and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing and sampling of material: **Please see attached Schedule A.**

Place: Guaranteed Subpoena Services 2009 Morris Avenue Union, NJ 07083 Attn: Sandy Wilson	Date and Time: 14 days after date of service
--	--

Date: July 31, 2017

~~CLERK OF COURT~~

Attorney's Signature
Daren S. McNally

The name, address, e-mail address, and telephone number of the attorneys representing the parties Travelers Casualty and Surety Company and National Union Fire Insurance Company of Pittsburgh, PA, who issue or request this subpoena, are as follows:

CLYDE & CO US LLP

Daren S. McNally, Esq.
Barbara M. Almeida, Esq.
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Telephone: (212) 710-3900
Facsimile: (212) 710-3950
daren.mcnally@clydeco.us
barbara.almeida@clydeco.us

and

200 Campus Drive, Suite 300
Florham Park, New Jersey 07932
Telephone: (212) 210-6700
Facsimile: (212) 210-6701
*Attorneys for Travelers Casualty and Surety
Company and St. Paul Fire and Marine
Insurance Company*

MENDES & MOUNT, LLP

R. James Bradford, Esq.
Eileen T. McCabe, Esq.
750 Seventh Avenue
New York, New York 10019
Telephone: (212) 261-8000
Facsimile: (212) 261-8750
james.bradford@mendes.com
eileen.mccabe@mendes.com
*Attorneys for National Union Fire Insurance
Company of Pittsburgh, PA*

Adv. Proc. No. 15-ap-01095 (smb)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ _____

My fees are \$ _____ for travel and _____ for services, for a total _____ of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” means Verus Claims Services along with any and all officers, directors, agents or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

2. “*Claimant*” shall mean each individual listed in the document on the attached CD, marked as Exhibit 1.

3. “*Asbestos-related Personal Injury Claims*” shall mean asbestos personal injury claims or cases filed against Debtor and/or the Trusts both before and after the Debtor’s bankruptcy petition dates in which any Asbestos Claimant alleged that he or she suffered from an asbestos-related disease or injury.

4. “*Trust*” shall mean any asbestos-related trust being serviced by You as a claims processing facility, including but not limited to: A & I Corporation Asbestos Bodily Injury Trust; ARTRA Asbestos Trust; Burns and Roe Personal Injury Settlement Trust; A-Best Asbestos Settlement Trust; ACandS Asbestos Settlement Trust; ASARCO Asbestos Personal Injury Settlement Trust; The Brauer Asbestos Trust; Christy Refractories Asbestos Personal Injury Trust; Combustion Engineering 524(g) Asbestos PI Trust; G-I Holdings Inc. Trust; H. K. Porter Asbestos Trust; Kaiser Asbestos Trust; BB Lummus Global Inc. 524(g) Asbestos PI Trust; The Plibrico Asbestos Trust; Porter Hayden Bodily Injury Trust; The Quigley Company, Inc. Trust; T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; and Yarway Trust. With respect to each such entity, “*trust*” also includes any and all predecessors, successors,

subsidiaries, parents, affiliates and divisions, and any directors, officers, employees, representatives, advisors, agents, attorneys or associates of any of the foregoing Trusts.

5. “*Relating to*” shall mean, without limitation, consisting of, referring to, constituting, evidencing, describing, reflecting, memorializing, concerning, summarizing or identifying.

6. *Scope.* These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You. Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. You are required to search for and produce all Documents responsive to this subpoena in your possession, custody or control, in the possession, custody or control of your law firm, or in the possession, custody or control of you or your firm’s attorneys, employees, agents, consultants or other representatives, regardless of whether such responsive documents are located on business or personal property.

7. *Privilege or Immunity from Production.* To the extent that any Documents are not produced on the basis of a claim of privilege or immunity: (a) submit a list identifying each such Document; (b) identify the nature of the privilege (including work product) which is being claimed; and (c) identify each person having knowledge of the factual basis, if any, on which the claim of privilege or immunity is based. For these purposes, “identify” shall mean in the case of a Document, to state the Document’s date, its author, its recipient or the person for whom it was prepared, its present location or custodian, a summary of its contents, and any other information necessary to render the Document distinguishable from all others and subject to ready location.

8. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: (a) the addressor and address; (b) the addresses of any indicated or blind copies; (c) the date, subject matter and number of pages of the document; (d) a description of any attachments or appendixes to the document; (e) the identities of all persons to whom the document was distributed, shown or explained; (f) the date on which the document was destroyed, discarded or lost, and the manner in which it was destroyed, discarded or lost; (g) the reasons for having the document destroyed or discarded; and (h) the identities of the person authorizing and/or carrying out such destruction or discarding.

9. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

10. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope.

11. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection.

12. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

13. *Copies and Drafts.* Each document is to be produced with all non-identical copies and drafts thereof in its entirety without abbreviation or redaction.

14. *Federal Rule of Civil Procedure 45(d) and (e).* The text of Federal Rule of Civil Procedure 45(d) and (e) is set out as follows:

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction--which may include lost earnings and reasonable attorney's fees--on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises--or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

DOCUMENT REQUESTS

Please produce the following documents and data in accordance with the Instructions and Definitions set forth above:

1. All Documents, including any electronic index that identifies which documents correspond to which claimant, submitted to you and/or any Trust by or on behalf of any Claimants, including computer data and/or databases identifying, reflecting, or relating to any Asbestos-related Claim.

2. With respect to the individuals in any Trust database who match a Claimant, provide the following data:

- Social Security number;

- Date of birth;
- Gender;
- Address and contact information;
- Date of death (if applicable);
- Whether death was asbestos-related (if applicable);
- Personal representative (if any);
- Law firm representing claimant;
- Status of Trust claim (and any related database fields);
- Date Trust claim was filed;
- Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, medical audit, disease category, and PFT;
- Claim type (i.e., first injury claim or second injury claim);
- Settlement offer (and any related database fields);
- Database fields containing exposure information, including occupation, industry, dates of exposure, and related database fields in the “exposure” table;
- Database fields containing information about tort suit, including jurisdiction and other such database fields;
- Smoking history;
- Nature of co-worker’s exposure (if applicable); and
- Copies of medical records, exposure affidavits, death certificates, and other non-privileged documents maintained by the Trust and typically provided to co-defendants upon request.

3. All Trust claim forms and other Documents, including any electronic index that identifies which documents correspond to which claimant, submitted by each of the Claimants to each of the Trusts.

4. All Documents, including any electronic index that identifies which documents correspond to which claimant, relating to payments made or to be made to each of the Claimants by each of the Trusts, or reflecting decisions or resolutions concerning the Asbestos Claimants' claims against the Trusts.

5. All Documents, including any electronic index that identifies which documents correspond to which claimant, sufficient to identify the Social Security Number of each of the Claimants.

6. All complaints (including, without limitation, amended or superseding complaints), including any electronic index that identifies which documents correspond to which claimant, filed by the Claimants in the Asbestos-related Personal Injury Claims.

7. All interrogatory responses served by the Claimants in the Asbestos-related Personal Injury Claims, including any electronic index that identifies which documents correspond to which claimant.

8. All transcripts of the depositions of the Claimants in the Asbestos-related Personal Injury Claims, including any electronic index that identifies which documents correspond to which claimant.

9. Any glossaries and/or data dictionaries associated with the databases You maintain on behalf of any of the Trusts.

EXHIBIT J

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

IMERYYS TALC AMERICA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-10289 (LSS)

(Jointly Administered)

**JOHNSON & JOHNSON AND JOHNSON & JOHNSON CONSUMER INC.’S
NOTICE OF SUBPOENA TO VERUS CLAIMS SERVICES, LLC**

PLEASE TAKE NOTICE that, pursuant to Federal Rule of Civil Procedure 45 (made applicable to the above-captioned chapter 11 cases by Rule 9016 of the Federal Rules of Bankruptcy Procedure), Johnson & Johnson and Johnson & Johnson Consumer Inc. (together “J&J”) hereby provide notice that they, through counsel, will cause the attached subpoena to be served upon Verus Claims Services, LLC.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors’ address is 100 Mansell Court East, Suite 300, Roswell, GA 30076.

Dated: March 26, 2021
Wilmington, Delaware

/s/ Patrick A. Jackson
FAEGRE DRINKER BIDDLE & REATH LLP
Patrick A. Jackson (Del. Bar No. 4976)
222 Delaware Ave., Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 467-4210
patrick.jackson@faegredrinker.com

-and-

WEIL, GOTSHAL & MANGES LLP
Theodore E. Tsekerides (admitted *pro hac vice*)
Jed P. Winer (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
theodore.tsekerides@weil.com
jed.winer@weil.com

*Attorneys for Johnson & Johnson and
Johnson & Johnson Consumer Inc.*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>IMERYS TALC AMERICA, INC., <i>et al.</i>,²</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 19-10289 (LSS)</p> <p>(Jointly Administered)</p>
--	--

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO
PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE**

To:

Verus Claims Services, LLC
c/o Fox Rothschild LLP
James F.X. Rudy, Esq.
997 Lenox Drive, Building Three
Lawrenceville, New Jersey 08648-2311

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the documents, electronically stored information, or objects specified in Schedule A, attached hereto, and pursuant to the definitions and instructions therein, and permit their inspection, copying, testing, or sampling of the material.

<p><u>Place:</u></p> <p>Faegre Drinker Biddle & Reath LLP Attn: Patrick A. Jackson 222 Delaware Ave., Suite 1410 Wilmington, DE 19801 patrick.jackson@faegredrinker.com</p>	<p><u>Date and Time:</u></p> <p>April 6, 2021, by 5:00 PM EST</p>
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The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached. Rule 45(c), relating to the place of compliance; Rule 45(d),

² The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Imerys Talc America, Inc. (6358), Imerys Talc Vermont, Inc. (9050), and Imerys Talc Canada Inc. (6748). The Debtors’ address is 100 Mansell Court East, Suite 300, Roswell, GA 30076.

relating to your protections as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: March 26, 2021

/s/ Patrick A. Jackson
Patrick A Jackson

The names, addresses, emails, and telephone numbers of the attorneys representing J&J, who issue or request this subpoena, are:

FAEGRE DRINKER BIDDLE & REATH LLP
Patrick A. Jackson (Del. Bar No. 4976)
222 Delaware Ave., Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 467-4210
patrick.jackson@faegredrinker.com

-and-

WEIL, GOTSHAL & MANGES LLP
Theodore E. Tsekerides (admitted *pro hac vice*)
Jed P. Winer (admitted *pro hac vice*)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
theodore.tsekerides@weil.com
jed.winer@weil.com

*Attorneys for Johnson & Johnson and
Johnson & Johnson Consumer Inc.*

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...
(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS AND INSTRUCTIONS

1. “*You*” and “*Your*” means Verus Claims Services, LLC along with any and all officers, directors, trustees, agents or representatives and any other person or persons acting or purporting to act at their direction or on their behalf.

2. “*Claimant(s)*” shall mean each individual listed in Exhibit A. To preserve the confidentiality of the personal information contained therein, an encrypted version of Exhibit A will be provided to You electronically. Please provide the undersigned counsel with an email address for a recipient designated by You to receive Exhibit A electronically.

3. “*Claim(s)*” shall mean any request, submission or effort by a Claimant seeking to obtain recovery from any Trust.

4. “*Document(s)*” shall be synonymous and equal in scope to usage of this term in Fed. R. Civ. P. 34 and to the terms “writing,” “recording,” “photograph,” “original,” and “duplicate” defined in Fed. R. Evid. 1001, and includes data and electronic data. The terms “data” and “electronic data” mean the original (or identical duplicate when the original is not available) and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind) of writings of every kind and description whether inscribed by mechanical, electronic, magnetic, digital, or other means.

5. “*Match*” shall refer to any instance where a Claimant’s last name and birth year are the same as the last name and birth year of an individual in any Trust database. In instances where no birth year is provided on Exhibit A, a “*Match*” shall refer to any instance in

which a Claimant's last name and first initial correspond with the last name and first initial of an individual in any Trust database.

6. *"Relating to"* or *"related to"* shall mean, without limitation, concerning, consisting of, referring to, constituting, evidencing, regarding, describing, reflecting, memorializing, concurring, summarizing, identifying, or pertaining to in any way.

7. *"Trust"* shall mean any asbestos-related trust being serviced by You as a claims processing facility, including but not limited to: the A & I Corporation Asbestos Bodily Injury Trust; the ABB Lummus Global Inc. 524(g) Asbestos PI Trust; the A-Best Asbestos Settlement Trust; the ACandS Asbestos Settlement Trust; the ARTRA 524(g) Asbestos Trust; the ASARCO Asbestos Personal Injury Settlement Trust; the Brauer 524(g) Asbestos Trust; the Burns and Roe Asbestos Personal Injury Settlement Trust; the Christy Refractories Asbestos Personal Injury Trust; the Combustion Engineering 524(g) Asbestos PI Trust; the Congoleum Plan Trust; the G-I Holdings Inc. Asbestos Personal Injury Settlement Trust; the GST Settlement Facility; the H. K. Porter Company, Inc. Asbestos Trust; the Kaiser Aluminum & Chemical Corporation Asbestos Personal Injury Trust; the Plibrico 524(g) Asbestos Trust; the Porter Hayden Bodily Injury Trust; the Quigley Asbestos PI Trust; T H Agriculture & Nutrition, L.L.C. Asbestos Personal Injury Trust; the United States Mineral Products Company Asbestos PI Settlement Trust; and the Yarway Asbestos Personal Injury Trust. With respect to each such entity, *"Trust"* also includes any and all predecessors, successors, subsidiaries, parents, affiliates and divisions, and any directors, officers, employees, representatives, advisors, agents, attorneys or associates of any of the foregoing Trusts.

8. *Scope.* These requests encompass all information and Documents in Your custody, possession, or control, whether or not such information was prepared by or for You.

Information and Documents within Your custody, possession, or control include information and Documents that You have a legal right to obtain, regardless of their source or present location. You are required to search for and produce all Documents responsive to this subpoena in your possession, custody or control, in the possession, custody or control of any law firm representing You, or in the possession, custody or control of You or Your firm's attorneys, employees, agents, consultants or other representatives, regardless of whether such responsive Documents are located on business or personal property.

9. *Privilege, Immunity, or Other Exemption from Production.* To the extent that any Documents are withheld in whole or in part on the basis of a claim of privilege, immunity, or other exemption, set forth the grounds for withholding such Document or information, its present location, custodian, and additional information sufficient to identify the Document and Your reasons for withholding it in whole or in part, including, but not limited to: the type of Document, its date, author(s), recipient(s), general subject matter, the type of privilege asserted or reason for withholding, and the basis for asserting privilege.

10. *Destroyed Materials.* If any Documents requested herein were at one time in Your possession, custody, or control, but have since been lost, discarded, or destroyed, the Documents so lost, discarded, or destroyed shall be identified as completely as possible, including, without limitation, the following data: (a) the addressor and address; (b) the addresses of any indicated or blind copies; (c) the date, subject matter and number of pages of the Document; (d) a description of any attachments or appendixes to the Document; (e) the identities of all persons to whom the Document was distributed, shown or explained; (f) the date on which the Document was destroyed, discarded or lost, and the manner in which it was destroyed,

discarded or lost; (g) the reasons for having the Document destroyed or discarded; and (h) the identities of the person authorizing and/or carrying out such destruction or discarding.

11. *Incomplete Information.* If You contend that no information or Documents exist relating to all or part of a request, state this contention and respond as fully as possible to the portions of the request for which information or Documents exist. Additionally, if any of the requested information cannot be produced in full, it shall be produced to the maximum extent possible, and You shall specify the reasons for the inability to produce the remainder.

12. *Grammatical Points.* All singular nouns shall include the plural, all plural nouns the singular, all present-tense verbs the past tense, all male genders the neuter and female genders, and vice versa. Additionally, the connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. Similarly, the terms “any,” “all,” and “each” shall be construed to bring within the scope of the Document request all responses that might otherwise be construed to be outside of its scope. The present tense of a verb shall include its past tense and vice versa.

13. *Objections.* If any Document request, definition, or instruction is objected to in whole or in part, specify all grounds on which the objection rests. Any ground not stated within the time prescribed by the applicable rules, or any extensions thereof, shall be waived. Respond to all portions of each such request to which no objection is asserted. In addition, state whether any responsive information has been omitted from a response or whether, and in what way, the search for responsive information has been delimited or circumscribed on the basis of any such objection. If no Documents are responsive to a particular request, You are to state in Your response that no responsive Documents exist.

14. *Ambiguities.* If in answering any Document request You encounter any ambiguity in construing either the request or a definition or instruction relevant to that request, set forth the matter deemed ambiguous and the construction selected or used in answering the request.

15. *Copies and Drafts.* Each Document is to be produced with all non-identical copies and drafts thereof in its entirety without abbreviation or redaction.

16. *Continuing Nature of Requests.* These requests are to be regarded as continuing, and any additional Documents subsequently discovered should be provided as soon as they become available to You so that all information that You provide is at all times current with that in Your possession, custody, or control.

17. *Temporal Scope.* To the extent that a request is undated, it should be read as seeking information from any time period for which information responsive to the request exists.

18. *Production Format.* Production of electronic Documents shall be Bates numbered TIFF images with extracted data. Where documents are redacted or slipsheeted, please provide OCR searchable text. OPT, LFP, and DAT load files should be included. Native files should be provided for Excel files, PowerPoints, and other Documents where reasonably necessary to read, analyze, and understand the data. Where database data is requested, it should be provided in database format such as MSEXcel, MSAccess, delimited text files, or a similar format. Documents need not be produced in color unless necessary to understand the Document. At minimum, the metadata fields in Appendix 1 should be provided in the DAT file for any email or electronic Documents.

DOCUMENT REQUESTS

Please produce the following documents and data in accordance with the Definitions and Instructions set forth above:

1. All Documents submitted to You and/or any Trust by or on behalf of any Claimants, including computer data and/or databases identifying, reflecting, or relating to any Claim. This request includes any electronic index that identifies which Documents correspond to which Claimant.

2. With respect to the individuals in any Trust database that Match any Claimant, provide the following data for each Trust separately:

- Social Security number;
- Date of birth;
- Gender;
- Address and contact information;
- Date of death (if applicable);
- Whether death was asbestos-related (if applicable);
- Personal representative (if any);
- Law firm representing Claimant (if any);
- Status of Trust Claim (and any related database fields);
- Date Trust Claim was filed;
- Date Trust Claim was approved (if approved);
- Date Trust Claim was paid (if paid);

- Disease level, both as filed and as approved, and related database fields including diagnosis date, diagnosing doctor, diagnosing facility, claimant B-reader, disease category, and PFT;
- Claim type (i.e., first injury claim or second injury claim);
- Mode of review selected;
- Mode of review under which the Claim was approved and paid;
- Settlement offer (and any related database fields);
- Information regarding any payments;
- Database fields containing exposure information, including occupation, industry, dates of exposure, manner of exposure, products to which exposed, and related database fields in the “exposure” table of the Trust database;
- Database fields containing information about tort suit, including jurisdiction and other such database fields;
- Smoking history;
- Nature of co-worker’s exposure (if applicable);
- Copies of medical records, exposure affidavits, death certificates, social security reports showing employment history, and other non-privileged Documents maintained by the Trust and other documents submitted by or on behalf of the claimant;

3. With respect to any Trust database containing data related to any Claimant(s), Documents sufficient to show all the data fields available in the database concerning the Claimant(s).

4. All Trust Claim forms and other Documents submitted by each of the Claimants to each of the Trusts, including any electronic index that identifies which Documents correspond to which Claimant.

5. All non-privileged Documents relating to payments made or to be made to each of the Claimants by each of the Trusts, or reflecting decisions or resolutions concerning the Claims, including any electronic index that identifies which Documents correspond to which Claimant.

6. All Documents sufficient to identify the Social Security Number of each of the Claimants, including any electronic index that identifies which Documents correspond to which Claimant.

7. All complaints (including, without limitation, amended or superseding complaints) filed by the Claimants relating to any Claim, including any electronic index that identifies which Documents correspond to which Claimant.

8. All interrogatory responses served by the Claimants relating to any Claim, including any electronic index that identifies which Documents correspond to which Claimant.

9. All transcripts of the depositions of the Claimants relating to any Claim, including any electronic index that identifies which Documents correspond to which Claimant.

10. Any glossaries and/or data dictionaries associated with the databases You maintain on behalf of any of the Trusts.

11. Documents sufficient to show the vetting process utilized by You and/or any Trust in evaluating the Claims of any Claimant.

12. Documents sufficient to show any process utilized by You and/or any Trust to check whether any Claimants submitted claims, or had claims submitted on their behalf, to any other asbestos-related trust.

Dated: March 26, 2021

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EXHIBIT A

[To be provided electronically in accordance with Paragraph 2 of the Definitions and Instructions.]

APPENDIX 1

	Field	Definition	Email	Electronic Documents
01	BEGBATES	Beginning Bates Number of a Document	x	x
02	ENDBATES	Ending Bates Number of a Document	x	x
03	BEGATTACH	First Bates Number of Family Range	x	
04	ENDATTACH	Last Bates Number of Family Range	x	
05	VOLUME	Production Volume assigned by Vendor (e.g. ABC_001)	x	x
06	DESIGNATION	Confidentiality Designation (Confidential, Highly Confidential etc.) Separate and apart from the stamping of the images	x	x
07	TIMEZONE	Time Zone Processed (PST, CST, EST etc.)	x	x
08	CUSTODIAN	Name of person from whose files the Document is produced	x	x
09	CUSTODIAN_OTHER	Name of person (s) (separated by semi-colons) from whose files the Document would have been produced if it had not been de-duplicated	x	x
10	FROM	Sender of Email	x	
11	TO	Recipient(s) of Email	x	
12	CC	Copyee(s) of Email	x	
13	BCC	Blind Copyee(s) of Email	x	
14	SUBJECT	Subject Line of Email	x	
15	DATE SENT	Date Sent of Email (MM/DD/YYYY)	x	
16	TIME SENT	Time Sent of Email (HH:MM)	x	
17	DATERCVD	Date Received of Email (MM/DD/YYYY)	x	
18	TIMERCVD	Time Received of Email (HH:MM)	x	
19	ATTACHCOUNT	Number of attachments to an email	x	
20	ATTACHNAME	Name of each individual attachment	x	
21	AUTHOR	Creator of Document		x
22	LASTEDITEDBY	Name of the person who last edited the Document		x
23	TITLE	Title Field of a Document		x
24	DATECREATED	Date Document was created (MM/DD/YYYY)		x

25	DATELASTMOD	Date Document was last modified (MM/DD/YYYY)		x
26	DOCTYPE	Email, Email Attachment, Edoc etc.	x	x
27	FILENAME	File Name		x
28	FILEEXT	File Extension	x	x
29	FILESIZE	File Size	x	x
30	FILEPATH	File Source Path for all electronically collected Documents (includes location, folder name, file name)	x	x
31	PGCOUNT	Number of Pages	x	x
32	CONVERSATIONINDEX	Email thread identifier	x	
33	HASH	MD5 Hash or SHA Value	x	x
34	NATIVEFILE	Link to native file for Documents provided in native format	x	x
35	TEXTPATH	File path for OCR or Extracted Text File	x	x

CERTIFICATE OF SERVICE

I hereby certify that on March 26, 2021, a true and correct copy of the foregoing Subpoena was served by e-mail on the parties who receive electronic notice in this case pursuant to the Court's ECF filing system and via U.S. mail on all other parties listed below.

/s/ Patrick A. Jackson

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Pennsylvania, Inc., Rite Aid of South
Carolina, Inc., Safeway Inc., Save Mart
Supermarkets, Inc., Sav-On Drug Stores,
Inc., Schnuck Markets, Inc., Sedano's
Market, Inc., Shaw's Supermarkets, Inc.,
Stater Bros. Market, Super Center
Concepts, Inc. d/b/a Superior Grocers,
Target Corporation, The Kroger Co., The
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