

**IN THE ASBESTOS CLAIMS COURT OF THE STATE OF MONTANA  
MONTANA TWENTY-THIRD JUDICIAL DISTRICT COURT**

In re Asbestos Litigation, Consolidated Cases

Cause No. DV-57-2011-083-AE

**NOTICE OF MOTION TO APPROVE INSURANCE SETTLEMENT AGREEMENT  
AND ENTERING INJUNCTIONS (Robinson Insulation Receivership)**

PLEASE TAKE NOTICE THAT on May 17, 2022, at 11:00 a.m. the Asbestos Claims Court of the State of Montana (the “Court”) in the representative matter of Hall v. Robinson Insulation, Cause No. DV-57-2011-083-AE, will conduct a hearing at the Flathead County Courthouse, 920 S. Main Street, Kalispell MT, 59901, to determine whether to approve a Settlement Agreement and Release<sup>1</sup> between (i) Kelly O’Brien, as Receiver for Robinson Insulation Company and Grogan Robinson Lumber Company (“Robinson”) and Farmers Insurance Exchange (“Farmers”) resolving disputes regarding certain historical liability insurance policies (the “Policies”) issued or allegedly issued by Farmers to Robinson Insulation Co. (“Robinson”) and/or Grogan Robinson Lumber Co. (“Grogan”), or under which Robinson and/or affiliated entities are insured or may claim to be insured or entitled to benefits (as more particularly defined in the Settlement Agreement). Under the terms of the Settlement Agreement, (i) Farmers agree to pay their respective settlement amounts to the Receiver to be held in a qualified settlement trust (ii) Farmers and its affiliates will receive a release of all past, present, and future Claims, known and unknown, based upon, arising from, or attributable to the Policies, and (iii) any and all rights and Interests in the Policies will be deemed to have been resolved, thus permanently and irrevocably extinguishing all rights, duties, and coverage under the Policies. In addition to asking the court to approve the Settlement Agreement, the Receiver is also asking the Court to enter an Injunctive Order that (i) permanently enjoins the prosecution, continuation, or commencement of any Claim that any person or entity holds, asserts, or may in the future hold or assert against Farmers or its affiliates, based upon, arising from, or attributable to any of the Policies and (ii) bar the

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<sup>1</sup> The description of the terms of the settlement contained herein is subject to the provisions of the Settlement Agreement. To the extent there is any inconsistency between the description of the terms of the settlement contained herein and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall control.

assertion of claims against Farmers and its affiliates for contribution, subrogation, indemnification, or similar claims related to the Policies or the matters released in the Settlement Agreement.

Copies of the Receiver's motion and the Settlement Agreement can be obtained by contacting counsel for the Receiver, Certain Libby Claimants, or Farmers at the addresses set forth below.

**YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT AGREEMENT AND THE ORDER APPROVING THE SETTLEMENT AGREEMENT AND ENTERING THE INJUNCTION.** If you wish to object to approval of the Settlement Agreement or entry of the Injunctions, you must file an objection on or by April 17, 2022. Any such objection should be filed with the Asbestos Claims Court (Montana's 23<sup>rd</sup> Judicial District Court) at the Montana 8<sup>th</sup> Judicial District Courthouse in the Travis W. Hall vs. Robinson Insulation Company matter, DV-57-2011-083-AE, and served upon the following: (i) the Receiver, Kelly O'Brien, Esq., 128 Second Street East, Kalispell, Montana 59903, ko@measurelaw.com, (ii) counsel for Certain Libby Claimants, Allan McGarvey, Esq., McGarvey Law, 345 First Avenue East, Kalispell, Montana 59901, amcgarvey@mcgarveylaw.com, (iii) counsel for Farmers Insurance Exchange, Adam Tunning, Esq., Moulton Bellingham, PC, 27 North 27th Street, Suite 1900, P.O. Box 2559, Billings, MT 59103-2559, adam.tunning@moultonbellingham.com.