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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
PLANT INSULATION COMPANY, a
California corporation,

Debtor.

Tax ID: 94-0292481

Case No. 09-31347
Chapter 11

**DECLARATION OF ROBERT MILEY IN
SUPPORT OF ORDER (A) APPROVING
SETTLEMENT AGREEMENT WITH
UNITED STATES FIDELITY AND
GUARNANTY COMPANY,
(B) DESIGNATING UNITED STATES
FIDELITY AND GUARANTY COMPANY
AS SETTLING ASBESTOS INSURERS
UNDER THE PLAN, AND
(C) APPROVING THE SALE OF
INSURANCE POLICIES FREE AND
CLEAR OF LIENS, CLAIMS, AND
INTERESTS**

Date: August 29, 2014_
Time: 9:00 a.m.
Judge: Hon. Thomas E. Carlson
Place: Courtroom 23
235 Pine Street
San Francisco, CA

1 I, Robert A. Miley, declare as follows:

2 1. I am the General Counsel – Special Liability Group of The Travelers Indemnity
3 Company and have the authority to act on behalf of United States Fidelity and Guaranty Company
4 (“USF&G”) with respect to this matter. The following facts are based upon my personal
5 knowledge and, if called to testify, I could and would competently testify to such facts.

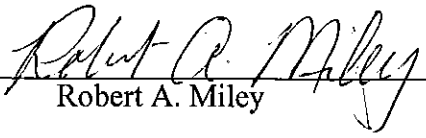
6 2. USF&G may have issued policies that provide, or are alleged to provide, liability
7 insurance coverage to Plant Insulation Company, now known as Bayside Insulation &
8 Construction, Inc. (the “Debtor”). USF&G became party to the Settlement Agreement and Buy
9 Back of Insurance Rights, dated August 27, 2014 (the “Settlement Agreement”) by and between
10 the Plant Insulation Company Asbestos Settlement Trust (the “Trust”), the Debtor, with the
11 consent of the Creditors Committee and the Futures Representative, on the one hand, and USF&G
12 (the “Settling Parties”), on the other hand. I had extensive involvement in the settlement
13 negotiations leading up to the Settlement Agreement and was a lead negotiator for the Settling
14 Parties.

15 3. The Settlement Agreement resolved significant disputes between the Settling
16 Parties and the Debtor. It was negotiated in a good-faith attempt to resolve those disputes. The
17 negotiated terms of the Settlement Agreement are based upon arm’s-length negotiations between
18 the Settling Parties (on the one hand) and the Debtor, the Committee, the Trust and the Futures
19 Representative (on the other hand). There was no fraud, collusion, or unfair advantage between
20 the parties involved in negotiating the terms of the Settlement Agreement. At all times relevant to
21 the negotiations, the parties were represented by counsel of their own choosing.

22 4. I am not aware that and do not, to the best of my knowledge, believe that the
23 Settling Parties own any interest in the Debtor or that they are Affiliates of the Debtor, as the
24 term Affiliate is defined in the Settlement Agreement.

25 5. Based upon my personal involvement in the settlement negotiations, and other facts
26 available to me, I believe that the Settlement Agreement is the product of arm’s-length bargaining
27 between independent parties with opposing interests in relation to the terms of the Settlement
28 Agreement.

1 I declare under penalty of perjury under the laws of the United States of the America that
2 the foregoing is true and correct. Executed on August 28, 2014.

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5 Robert A. Miley

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