

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: CERTAINTEED FIBER CEMENT
SIDING LITIGATION**

MDL DOCKET NO. 2270

This Motion relates to:

ALL CASES

**PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, and Koreen Grube (“Plaintiffs”), through their undersigned counsel, respectfully file this unopposed Motion for Preliminary Approval of Class Action Settlement, and move the Court for an order:

1. Finding the terms of the parties’ proposed Settlement Agreement fair, reasonable and adequate and granting preliminary approval to the proposed class action settlement;
2. Preliminarily certifying the following Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3) for purposes of administering the proposed Settlement:

All individuals and entities that owned, as of September 30, 2013, homes, residences, buildings, or other structures located in the United States, on which CertainTeed Weatherboards Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim was installed on or before September 30, 2013 (the “Settlement Class”).

3. Appointing Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, and Koreen Grube as Class Representatives;

4. Appointing Interim Lead Counsel Michael McShane of Audet & Partners, LLP and H. Laddie Montague, Jr. of Berger & Montague, P.C. as Lead Counsel for the Class;

5. Appointing BMC Group as the Claims Administrator to provide notice to the Settlement Class and administer the Settlement;
6. Approving as to form and content the proposed Class Notices and Claim Forms; and directing that notice of the proposed Settlement Agreement be provided to the Settlement Class in accordance with the provisions of the Settlement Agreement; and
7. Scheduling a Final Approval Hearing to consider whether to grant final approval of the proposed Settlement Agreement.

Plaintiffs set forth their reasons in support of this motion in a memorandum of law filed herewith. A proposed Preliminary Approval Order is also being filed concurrently with this motion.

Dated: September 30, 2013

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ALL CASES

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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I. PRELIMINARY STATEMENT

Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, and Koreen Grube (“Plaintiffs”), through their undersigned counsel, have negotiated a proposed settlement (“Settlement” or “Settlement Agreement”) that provides substantial benefits to a nationwide class of consumers in the United States who own property containing allegedly defective Weatherboards Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim (“Siding”) made by Defendant CertainTeed Corporation (“CertainTeed” or “Defendant”). The Settlement creates a gross, non-reversionary settlement fund of \$103.9 million for the benefit of the Settlement Class and establishes a six (6) year claims period and a claims process where owners of properties on which failed Siding was installed may obtain cash payments based on the size of the affected wall and the extent of any failure. The terms of the claims process are set forth in the Settlement Agreement and described below.

Co-Lead Counsel respectfully submits that the terms of the Settlement are fair, adequate, and reasonable for the Settlement Class and that the requirements for final approval will ultimately be satisfied. However, it bears noting that for preliminary approval the only issue before the Court is whether the proposed Settlement is within the range of what may be found to be fair, adequate, and reasonable so that Settlement Class Members can be notified of the proposed Settlement and a final fairness hearing can be scheduled by the Court. Only after Class Members and others have had an opportunity to receive the Court-authorized notice and present evidence at a final fairness hearing will the Court need to render final judgment regarding the fairness of the proposed Settlement.

At this preliminary stage of the settlement process, Plaintiffs respectfully request that the Court: (1) find the terms of the parties' proposed Settlement Agreement fair, reasonable, and adequate and grant preliminary approval to the proposed Settlement; (2) preliminarily certify the proposed Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3) for purposes of administering the proposed Settlement; (3) appoint Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, and Koreen Grube as Class Representatives; (4) appoint Interim Lead Counsel Michael McShane of Audet & Partners, LLP and H. Laddie Montague, Jr. of Berger & Montague, P.C. as Co-Lead Counsel for the Settlement Class; (5) appoint BMC Group to provide notice to the Settlement Class and administer the Settlement; (6) approve as to form and content the proposed Class Notices and Claim Forms; and direct that notice of the proposed Settlement Agreement be provided to the Settlement Class in accordance with the provisions of the Settlement Agreement; and (7) schedule a Final Approval Hearing to consider whether to grant final approval of the proposed Settlement Agreement.

II. HISTORY OF THE LITIGATION

In 2010, numerous class actions were filed across the country against CertainTeed relating to the alleged premature degradation and failure of its Siding. On August 8, 2011, the United States Judicial Panel on Multidistrict Litigation ("JPMDL") issued an Order transferring all of the actions filed in federal district court complaining about CertainTeed's Siding to this Court, finding that the seven actions then pending "involve common questions of fact, and that centralization under Section 1407 in the Eastern District of Pennsylvania will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation." Specifically, the JPMDL consolidated the following cases in this Court for

coordinated pretrial treatment: 1) *John Robards, et al. v. CertainTeed Corporation*, No. 3:11-00141 (W.D. Ky.); 2) *Richard Tesoriero v. CertainTeed Corporation*, No. 5:11-00109 (N.D.N.Y.); 3) *Steve Clavette, et al. v. CertainTeed Corporation*, No. 2:10-06978 (E.D. Pa.); 4) *Monique Orioux v. CertainTeed Corporation*, No. 2:11-00234 (E.D. Pa.); 5) *Chad Epsen v. CertainTeed Corporation*, No. 2:11-00269 (E.D. Pa.); 6) *Steven Wiedmeyer v. CertainTeed Corporation*, No. 2:11-00317 (E.D. Pa.); and 7) *Koreen Grube v. CertainTeed Corporation*, No. 2:11-00396 (E.D. Wis.). Following the consolidation, four additional cases were transferred to this MDL, including: *Patota v. CertainTeed Corporation*, No. 1:11-02701 (N.D. Ga.); *Juelich v. CertainTeed Corporation*, No. 4:12-00417 (E.D. Mo.); *Hocutt, et al. v. CertainTeed Corporation, et al.*, No. 5:12-05010 (W.D. Ark.); and *Hardig, et al. v. CertainTeed Corporation, et al.*, No. 3:11-00535 (W.D.N.C.). All cases are now under the caption *In Re CertainTeed Fiber Cement Siding Litigation*, MDL Docket No. 2270 (the “MDL Litigation”).

Since the inception of the MDL Litigation, Class Counsel have conducted an extensive investigation of the issues raised by the failure of the Siding and prepared for protracted litigation. Among other things, Class Counsel investigated the cause of the Siding’s failure, the applicable legal standards for product defect cases involving defective construction materials, warranties, and relevant class action standards. Class Counsel assembled a highly qualified team of attorneys to prosecute the cases. Included in this team are attorneys who have substantial experience in prosecuting class actions and, in particular, those involving defective residential construction materials.

During the course of the MDL Litigation, Class Counsel have obtained, exchanged and analyzed documents obtained through discovery, taken depositions, retained product defect experts, interviewed hundreds of potential witnesses, incurred significant costs relating to the

forensic testing and analysis of the Siding, and performed numerous on-site property inspections. In short, Class Counsel have aggressively prosecuted the claims against Defendant.

While the litigation has progressed on one track, the parties explored and commenced settlement negotiations on another track. These negotiations included numerous personal meetings of counsel, telephone conferences, email exchanges, the exchange of numerous written settlement proposals, discovery exchanges, a two-day mediation session with Hon. James R. Melinson on June 26-27, 2012, and additional follow-up meetings and telephone conferences that took place following the mediation to finalize the terms of the Settlement Agreement.

All of the negotiations between CertainTeed and Class Counsel were at arms-length and hard-fought. Both sides are represented by extremely well qualified counsel. The parties often disagreed about various issues related to the alleged defect, the manifestation of the defect, the sufficiency of the warranty, the robustness of the warranty claim process, and the scope and type of remediation required, and at what threshold, all requiring lengthy negotiations to move the process to conclusion.

III. THE PROPOSED SETTLEMENT

The details of the Settlement are contained in the Settlement Agreement entitled “Agreement of Compromise and Settlement,” signed by the parties on September 30, 2013. (*See* Declaration of Michael McShane (“McShane Decl.”), Ex. A (attaching a copy of the Settlement Agreement).) The Settlement Agreement provides substantial benefits to Settlement Class Members and does so through a claims process that does not impose undue burden on them.

Specifically, the compensation to be provided to Settlement Class Members is based on fair, objective criteria including the size, age, and condition of the damaged Siding. Settlement Class Members whose repair costs are greater due to the size or complexity of the Siding on their

walls will receive proportionately more than those with lesser amounts of Siding on their walls. Similarly situated Class Members will receive similar benefits under the proposed Settlement.

Class Counsel are experienced in class action litigation as well as the settlement and claims processes and believe that the proposed Settlement is a fair, adequate and reasonable settlement and highly beneficial to the Settlement Class.

A. The Settlement Class

The Settlement Class is defined as:

All individuals and entities that, as of September 30, 2013, own homes, residences, buildings, or other structures located in the United States, on which CertainTeed Weatherboards Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim was installed on or before September 30, 2013 (the “Settlement Class”).

(McShane Decl., Ex. A at ¶ 1.1.bb (defining “Settlement Class”).)

Excluded from the Settlement Class are:

- a. all individuals and entities who timely exercise their rights under Federal Rule of Civil Procedure 23 to opt out of this settlement;
- b. all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant;
- c. CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed’s legal representatives, assigns, and successors; and
- d. the Judge to whom this case is assigned and any member of the Judge’s immediate family.

(*Id.*)

B. The Settlement Fund

The Settlement Agreement provides for a gross, non-reversionary Settlement Fund of \$103.9 million (the “Settlement Fund”), which includes the costs of settlement administration,

notice to Class Members, service awards to Class Representatives, and attorneys' fees and costs. (McShane Decl., Ex. A at ¶ 1.1.dd.)

C. The Settlement Benefits

The Settlement provides substantial cash benefits to Class Members. (McShane Decl., Ex. A at § 4.) With the exception of the first two years after purchase, the warranty provided by CertainTeed limits purchasers of the Siding to recover only the cost of the affected Siding materials, reduced by a pro-rata deduction for usage. This Settlement, by contrast, provides a cash payment benefit calculated using the RS Means cost estimator, which not only includes material costs, but also includes the costs associated with labor and paint, and, notably, provides payment for the re-siding of an entire side or wall section of a house even if only 5% or more of the Siding shows qualifying damage. The amount of the cash payment is based on the quantity of affected Siding on the Class Member's house, and the degree of damage to the Siding.

“Qualifying Damage” to Siding means shrinkage between the ends of Siding in excess of 3/16” except that for Siding installed abutting windows, doors or trim, shrinkage must exceed 5/16”.

(McShane Decl., Ex. A at ¶ 1.1.y.) In addition, Siding with warping in excess of 1/2”, or cracking through the board is also Qualifying Damage. (*Id.*) The criteria to qualify for a payment under the Settlement include:

- a. If Qualifying Damage exists on 5% or greater of either the total number of boards or on boards which represent 5% or more of the total square footage on the affected Wall Section, the Claimant is eligible for compensation for the number of boards on the entire Wall Section.
- b. If the Claimant does not qualify for compensation for the entire Wall Section pursuant to Section 7.2(a), compensation will be based on the actual number of boards or panels with Qualifying Damage and will be prorated based on the actual number of boards with Qualifying Damage plus any necessary boards immediately above or below the affected boards. The proration for the materials will be based on the schedule under the original warranty. The remaining costs will follow the schedule set forth in section C below.

c. The schedule for valuing the claim is as follows:

Date of Original Installation	Percent of RS Means at time of Final Approval
2013	80%
2012	76%
2011	72%
2010	68%
2009	64%
2008	60%
2007	56%
2006	52%
2005	48%
2004	44%
2003	40%
2002	36%
2001	32%
2000	28%
1999	24%

(McShane Decl., Ex. A at ¶ 7.2.)

As set forth above, the amount paid to each Settlement Class Member will be determined by using the pricing provided by “RS Means”, which is a widely-accepted cost estimator used in the construction/building industry, and which accounts for regional differences in costs for labor and materials. (*Id.*)

The average cost of siding a home in the United States is approximately \$500/square.¹ Since the average home requires about 28 squares, the cost to re-side an average home is about \$14,000. An example of a recovery for a Settlement Class Member would be as follows: if two

¹ A square consists of 100 square feet of siding, which comes in lengths usually ranging from 8 to 16 feet long and 7 to 9 inches wide.

out of the four sides of an average size home built in 2006 had qualifying damage in excess of 5%, and each of the sides was of equal size, then one-half of the 28 squares, or 14 squares would need to be replaced. According to the proration schedule in the Settlement Agreement, which reflects both a reduction for the number of years of service the homeowner received from the Siding, and the compromises inherent in the Settlement process, the claim would be valued at 52% of RS Means, which equals \$3,640 ((14 squares x \$500/square) x .52). Moreover, the Claimant could receive more than this amount if there are excess funds at the end of the claims period. In fact, the maximum amount payable could ultimately be the full value of the claim without adjustment.

In order to ensure that Claimants in year one are not treated differently from those who make claims in year six, all claims will be paid on a two-payment schedule. The first payment will be in the amount of 50% of the claim value (in the above example that would be \$1,820) as soon as the claim is administered. The second payment will be made at the end of the claims period, unless Class Counsel seeks approval from the Court to accelerate payments based on the claims rate.

D. Settlement Administration, Class Notice, Service Awards, and Attorneys' Fees and Costs

The Settlement Agreement provides that all costs of notice and claims administration will be paid out of the Settlement Fund. (McShane Decl., Ex. A at ¶ 1.1.dd.) Following a request for proposal and competitive bidding process, Class Counsel have agreed to engage, subject to Court approval, BMC Group, as the Notice Provider and Claims Administrator to advise them with respect to the providing of notice and the processing of claims. (See McShane Decl., at para. 11 and at Ex. B)

Class Counsel will also request that the Court award service awards of \$2,500 to \$5,000 for the Named Plaintiffs. The amount requested will be \$2,500 for those who participated in the litigation by providing necessary documents, responding to discovery and in many cases submitting their home to an inspection. The \$5,000 award will be requested for those who were also subjected to a deposition. The amount of the incentive awards will in no event exceed \$100,000.

Class Counsel will also petition the Court for reasonable attorneys' fees payable from the Settlement Fund in an amount not to exceed \$18,500,000 (17.9% of the Settlement Fund), and costs not to exceed \$500,000.

The Settlement Agreement provides for notice to Class Members in accordance with the Notice Plan. (McShane Decl., Ex. A at ¶ 10.) The Notice will include publication of a summary settlement notice in newspapers and other publications, television spots regarding the settlement (*id.* ¶ 10.5), mailing of a long form notice to Class Members who can be identified with reasonable effort (*id.* ¶ 10.6) a toll-free telephone facility (*id.* ¶ 10.9) and a website for the settlement (*id.* ¶ 10.11). Within one week of preliminary approval the notice provider anticipates having the settlement website live and within two weeks direct mail notice will be sent to all Class Members with known email and physical addresses. Further online notice will commence by November 1, 2013, television notice will begin by November 6, 2013, and magazine publication notice will run November 10 and November 17, 2013. The proposed Notice Plan is further explained in the Settlement Agreement. (*See* McShane Decl., Ex. A., ¶ 10.)

E. Claims Resolution Procedure

The Settlement Agreement provides that Class Members who wish to participate in the Settlement will be able to file a Claim Form ("Claim Form") within six (6) years of the

Settlement's Effective Date. Claim Forms may be obtained by calling a toll-free number or from the Internet through a settlement website that will provide a user-friendly method for downloading Claim Forms. (McShane Decl., Ex. A, ¶¶ 10.9 & 10.11.)

F. Exclusion and Objection Rights

Settlement Class Members who wish to do so may opt out of the Settlement Class during the opt-out period. (McShane Decl., Ex. A at ¶ 11.) The opt-out period will be 60 days from the date Notice is disseminated. (*Id.*) Those who wish to opt out can do so by providing a written Opt-Out Form requesting exclusion which includes the potential Class Member's name, address, telephone number, an email address (if available) and an express statement of desire to be excluded from the Settlement Class. (*Id.*) The request must be filed with the Clerk of the Court and sent by first-class mail to counsel for CertainTeed and Class Counsel. The Court shall determine whether any of the contested opt-outs are valid.

Within five (5) business days after the closing of the opt out period, Class Counsel shall provide counsel for CertainTeed, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has requested exclusion from the Settlement Class and attaching copies of all such requests for exclusion. (*Id.* ¶ 11.4.)

The Settlement Agreement provides that CertainTeed may unilaterally void the Settlement if it concludes, in its sole discretion, that the number of Settlement Class Members opting out reaches a level that, in CertainTeed's judgment, threatens to frustrate the essential purpose of this Agreement. (*Id.* ¶ 11.5.) CertainTeed shall advise Class Counsel and the Court, in writing, whether it elects to void the Settlement Agreement, within ten (10) business days of receiving the list of opt-outs pursuant to the Settlement. (*Id.*)

Alternatively, Class Members may file a notice of intent to object to the Settlement if they wish to do so. (McShane Decl., Ex. A at ¶ 11.6.) Class Members who wish to object must file a notice of intent with the Clerk of the Court no later than 60 days from the date notice is disseminated. Copies of the notice must also be sent to Class Counsel and counsel for CertainTeed. *Id.* The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Class Member's current address and telephone number or email address, if available, state the address or addresses of the property or properties that may contain Siding, specify the number of units of residential property or other structures at each address containing the Siding, and state the exact nature of the objection and whether or not the Class Member intends to appear at the final approval hearing. If the Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Class Member. If an attorney for an objector intends to appear in this matter, the notice of appearance must be filed with the Court and postmarked or personally delivered to Class Counsel within 10 days of the objecting Class Member's written objection. Objections sent by any Settlement Class Member to incorrect locations shall not be valid. (*Id.*)

IV. ARGUMENT

A. The Court Should Preliminarily Certify The Settlement Class As A National Class For Purposes Of The Settlement

The Supreme Court and various Circuit Courts have recognized that the benefits of the proposed Settlement can be realized only through the certification of a settlement class. *See Amchem Prods. Inc. v. Windsor*, 521 U.S. 591 (1997); *In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998), *cert. denied*, 119 S. Ct. 890 (1999) (“*Prudential IP*”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998). Here in the Third Circuit, there is a preference for class certification: “[t]he interests of justice require that in a doubtful case ...

any error, if there is to be one, should be committed in favor of allowing a class action.”

Eisenberg v. Gagnon, 766 F.2d 770 (3d Cir. 1985), *cert. denied*, 424 U.S. 946 (1985); *see also* *Walsh v. Pittsburgh Press Co.*, 160 F.R.D. 527 (W.D. Pa. 1994). In the case of settlements, “tentative or temporary settlement classes are favored when there is little or no likelihood of abuse, and the settlement is fair and reasonable and under scrutiny of the trial judge.” *In re Prudential Sec. Inc. Ltd. P’ships Litig.*, 163 F.R. D. 202, 205 (S.D.N.Y 1995) (*quoting In re Beef Indus Antitrust Litig.*, 607 F.2d 167, 174 (5th Cir. 1979), *cert. denied*, 452 U.S. 905 (1981)). Here, there is no likelihood of abuse of the class action device, and the settlement is fair, reasonable and adequate and is subject to approval by the Court.

The ultimate determination of whether a proposed class action settlement warrants approval resides in the Court’s discretion. *Protective Comm. for Indep. S’holders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424-25 (1968). As discussed below, at this stage of preliminary approval, there is clear evidence that the Settlement Agreement is well within the range of possible approval and thus should be preliminarily approved.

Courts may certify class actions for the purposes of settlement only. *See, e.g., Sullivan v. DB Invs., Inc.*, 667 F.3d 273,311 (3d Cir. 2011) (en banc); *In re Processed Egg Prods. Antitrust Litig.* (“Eggs”), 284 F.R.D. 249, 278 (E.D. Pa. 2012). Before preliminarily approving a settlement in a case where a class has not yet been certified, the court should determine whether the class proposed for settlement purposes is appropriate under Rule 23. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997); *Sullivan*, 667 F.3d at 296. The MANUAL FOR COMPLEX LITIGATION § 21:632 (4th ed. 2004) (hereinafter “MCL 4TH”) advises:

If the case is presented for both class certification and settlement approval, the certification hearing and preliminary fairness evaluation can usually be combined. The judge should make a preliminary determination that the proposed class satisfies the

criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).

MCL 4TH § 21.632. However, when a court is “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems.” *Eggs*, 284 F.R.D. at 264 (quotation marks and citation omitted); *see also Sullivan*, 667 F.3d at 322 n.56. Further, the practical purpose of provisional class certification is to facilitate dissemination of notice to the class of the terms of the proposed settlement and the date and time of the final settlement approval hearing. *See* MCL 4TH § 21.633.

Rule 23 governs the issue of class certification, whether the proposed class is a litigation class or, as here, a settlement class. All the criteria for certification of a class for litigation purposes, except manageability, apply to certification for settlement purposes. Thus, a settlement class should be certified where the four requirements of Rule 23(a) – numerosity, commonality, typicality, and adequacy – are satisfied, and when one of the three subsections of Rule 23(b) is met.

Certification of the proposed Settlement Class is appropriate here as it is requested to effectuate a settlement of claims against CertainTeed. Given the fact that thousands of property owners in the United States have CertainTeed Siding installed on their properties, there is no question that the numerosity requirement is met. The commonality and typicality requirements also are easily satisfied, as the claims of the proposed Class Representatives and all Settlement Class Members are premised on the same theories of breach of warranty, strict liability and negligence in the design, manufacture, testing, marketing, distributing and putting into the stream of commerce defective Siding. Further, adequacy of representation is assured as the Class is represented by Class Counsel who have a wealth of experience in complex product liability litigation such as this.

Certification of the Settlement Class under Rule 23(b)(3) for settlement of compensatory damages claims also is appropriate because all of the claims for compensatory relief are premised upon the predominating common issue of CertainTeed's conduct in marketing, manufacturing, and distributing the Siding. There is no danger that individual variations in the type or magnitude of damage suffered by individual Class Members will affect predominance as the Class Representatives have the same type of damages and seek the same type of relief as members of the proposed Settlement Class. Moreover, resolution of the litigation by a class settlement is superior to individual adjudication of the Class Members' claims for compensatory relief. In particular, the Settlement provides members of the Settlement Class with an ability to obtain predictable, certain, and definite compensatory relief promptly and contains well-defined administrative procedures to assure due process in the application of the Settlement Agreement to each individual claimant including the right to "opt out." By contrast, individualized litigation carries with it great uncertainty, risk and costs and provides no guarantee that the injured Class member will obtain necessary and timely compensatory relief at the conclusion of the litigation process. Settlement also would relieve judicial burdens that would be caused by repeated adjudication of the same issues in thousands of individualized trials against CertainTeed.

1. The Elements of Rule 23(a) are Satisfied

In order for a lawsuit to be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, the plaintiff must establish each of the four threshold requirements of Subsection (a) of the Rule, which provides, in pertinent part:

One or more members of a class may sue or be sued as representative parties on behalf of all members only if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the

representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a); *see, e.g., Barnes v. American Tobacco Co.*, 161 F.3d 127 (3d Cir. 1998); *Prudential II*, 148 F.3d at 308-09; *Wetzel v. Liberty Mut. Ins. Co.*, 508 F.2d 239 (3d Cir. 1975).

Here, all four elements easily are satisfied.

(a) Numerosity

Rule 23(a)(1) requires that the proponent of a class action demonstrate that “the class is so numerous that joinder of all members is impracticable.” *Eggs*, 248 F.R.D. at 259. While no specific number of class members is required to maintain a class action, a class of more than 40 people generally satisfies the numerosity requirement. *Stewart v. Abraham*, 275 F.3d 220, 226-228 (3d Cir. 2001); *Pyke v. Cuomo*, 209 F.R.D. 33, 41 (N.D.N.Y. 2002) (“class comprised of 4,000 members is obviously numerous, and renders joinder impracticable.”). As is frequently pointed out, a plaintiff is not required to demonstrate that joinder of all class members is “impossible.” *See, e.g., Cureton v. National Collegiate Athletic Ass'n*, 1999 WL 447313, at *5-6 (E.D. Pa. July 1, 1999); *McMahon Books, Inc. v. Willow Grove Associates*, 108 F.R.D. 32, 35 (E.D. Pa. 1985); *Fox v. Prudent Resources Trust*, 69 F.R.D. 74, 78 (E.D. Pa. 1975). Moreover, numerosity is not determined solely by the size of the class, but also by the geographic location of class members. *Marsden v. Select Medical Corp.*, 246 F.R.D. 480, 484 (E.D. Pa. 2007); *In Re Flat Glass Antitrust Litig.*, 191 F.R.D. 472, 477 (W.D. Pa. 1999).

It is proper for the court to accept common sense assumptions in order to support a finding of numerosity. *See Zinberg v. Washington Bancorp, Inc.*, 138 F.R.D. 397, 405 (D.N.J. 1990). Here, Plaintiffs seek certification of a class of virtually all persons and entities who own property in the United States on which CertainTeed Siding was installed before September 30, 2013. Based upon Defendant’s sales data and discovery in this matter, it is estimated that there

are approximately 300,000. (See McShane Decl at para. 7) In addition, Settlement Class Members geographically dispersed throughout the United States. There can be no dispute, therefore, that the proposed Class meets the numerosity requirement.

(b) Commonality

Rule 23(a)(2) that “there are questions of law or fact common to the class.” Fed.R. Civ.P. 23(a)(2). The Supreme Court has emphasized that “for purposes of Rule 23(a)(2), even a single common question will do.” *Dukes*, 131 S. Ct. at 2556 (internal quotation and alterations omitted); *see also In re: Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 2013 U.S. App. LEXIS 14519, at *16 (6th Cir. July 18, 2013) (“We start from the premise that there need be only one common question to certify a class.”); *see also Baby Neal v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994) (“The commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.”). The key inquiry for the commonality analysis is whether a common question can be answered in a class wide proceeding, such that the answer will “drive the resolution of the litigation.” *Dukes*, 131 S. Ct. at 2551. A common question is one which “arises from ‘a common nucleus of operative facts’ regardless of whether the underlying facts fluctuate over the class period and vary as to individual claimants.” *Yslava v. Hughes Aircraft Co.*, 845 F. Supp. 705, 712 (D. Ariz. 1993).

Significantly, the rule does not require that *all* questions be common or even that common questions predominate. *Hummel v. Brennan*, 83 F.R.D. 141, 145 (E.D. Pa. 1979); *Kuhn v. Philadelphia Electric Co.*, 80 F.R.D. 681, 684 (E.D. Pa. 1978). Plaintiffs are not required to show that all Settlement Class Members’ claims are identical to each other, and any differences between the proposed Class Members, “while arguably relevant as defenses to liability, do not change the fact that this class action raises the same basic claim and shares common questions of

law.” *Mack v. Suffolk County*, 191 F.R.D. 16, 23 (D. Mass. 2000). Thus, “[f]actual differences among the claims of the putative class members do not defeat certification,” *Baby Neal*, 43 F.3d at 56; *Prudential II*, 148 F.3d at 310, and a single common question is sufficient to satisfy the requirements of Rule 23(a)(2). *See Prudential II*, 148 F.3d at 310; *In re Telectronics Pacing Sys., Inc.*, 172 F.R.D. 271, 280 (S.D. Ohio 1997); *Simon v. Westinghouse Electric Corp.*, 73 F.R.D. 480, 484 (E.D. Pa. 1977); *see also In re Agent Orange Product Liability Litigation*, 818 F.2d 145 (2d Cir. 1987).

Applying these principles, it is evident that the commonality requirement of Rule 23(a)(2) is easily met here. The central issues posed by this litigation are the defective nature of the Siding and, specifically, the likelihood that the Siding will degrade and fail well before the expiration of its warranted life. This is a question that can be answered on a Class-wide basis. Given the presence of these common questions central to this litigation, Rule 23(a)(2)’s requirement for the existence of common questions of fact or law has been met here.

(c) Typicality

Rule 23(a)(3) requires that the claims of the class representatives be “typical of the claims ... of the class.” As the Third Circuit described in *Baby Neal v. Casey*:

The typicality inquiry is intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees’ interests will be fairly represented. [Citation omitted.] The typicality criterion is intended to preclude certification of those cases where the legal theories of the named plaintiffs potentially conflict with those of the absentees by requiring that the common claims are comparably central to the claims of the named plaintiffs as to the claims of the absentees. [Citation omitted].

Typicality entails an inquiry whether ‘the named plaintiff’s individual circumstances are markedly different or ... the legal theory upon which the claims are based differs from that upon which the claims of other class members will perforce be based.’ [Citations omitted.] Commentators

have noted that cases challenging the same unlawful conduct which affects both the named plaintiffs and the putative class usually satisfy the typicality requirement irrespective of the varying fact patterns underlying the individual claims. [Citation omitted.]

43 F.3d at 57-58.

The requirement of this subdivision of the rule, along with the adequacy of representation requirement set forth in subsection (a)(4), is designed to assure that the interests of unnamed class members will be protected adequately by the named class representative. *See e.g., General Telephone Co. of Southwest v. Falcon*, 457 U.S. 147 (1982); *Prudential II*, 148 F.3d at 311; *Asbestos School Litigation*, 104 F.R.D. at 429-30. The measure of whether a plaintiff's claims are typical is whether the nature of their claims, judged from both a factual and a legal perspective, are such that in litigating his or her personal claims he or she reasonably can be expected to advance the interests of absent class members. *See, e.g., Falcon*, 457 U.S. at 156-157; *Weiss v. York Hospital*, 745 F.2d 786 (3d Cir. 1984); *Telectronics*, 172 F.R.D. at 280. The typicality requirement has been liberally construed by the federal courts. *See, e.g., Scholes v. Stone, McGuire & Benjamin*, 143 F.R.D. 181, 185 (N.D. Ill. 1992).

In product liability cases such as this, individual variations among the class representatives and class members concerning such matters as magnitude of injury to a property and the like do not defeat a finding of typicality because they are not germane to the “factual and legal issues of a defendant's liability [which] do not differ dramatically from one Plaintiff to the next.” *Sterling v. Velsicol Chemical Corp.*, 855 F.2d 1188, 1197 (6th Cir. 1988); *accord, Telectronics*, 172 F.R.D. at 280; *In re Federal Skywalk Cases*, 95 F.R.D. 483 (W.D. Mo. 1982) (Rule 23(b)(3) mass tort class certified; “egregiousness of a class [representative’s] injuries is irrelevant” to typicality); *Day v. NLO, Inc.*, 144 F.R.D. 330 (S.D. Ohio 1992), *vacated in part on other grounds*, 5 F.3d 154 (6th Cir. 1993) (the “important question is to what extent those

differences, when compared to the nature and extent of the shared characteristics of the named Plaintiffs and class members' claims, will defeat the court's ability to achieve a considerable efficiency through collective adjudication of those claims.") (quoting *Boggs*, 141 F.R.D. at 65).

Here, individual variations among the Settlement Class Members do not render the Named Plaintiffs' claims atypical of those of the Class. The claims of the Named Plaintiffs and each of the Class Members are predicated on the premature failure of Siding. CertainTeed's liability for the resulting damage to each Class Member does not depend on the individual circumstances of the Class Members. Rather, the Complaint alleges that Defendant's conduct in manufacturing, promoting, and selling the Siding was unlawful and gives rise to liability to all persons who, like the Named Plaintiffs, experienced failure of the Siding prior to the expiration of their warranted life. In order to prevail, therefore, the Named Plaintiffs and each Class Member will be required to make the same factual presentation and legal argument with respect to the common questions of liability cited earlier, regardless of the individual circumstances which may affect their ability to prove individual causation and amount of damages on an individualized basis.

The common issues necessarily share "the same degree of centrality" to the Named Plaintiffs' claims such that in litigating the liability issues, the Named Plaintiffs reasonably can be expected to advance the interests of all absent Class Members in a favorable determination with respect to each such issue. "Factual differences will not render a claim atypical if the claim arises from the same event or practice or course of conduct that gives rise to the claims of the class members and if based on the same legal theory." *Hoxworth v. Blinder, Robinson & Co., Inc.*, 980 F.2d 912, 923 (3d Cir. 1992). Even if there are "pronounced factual differences among the plaintiffs, typicality is satisfied as long as there is a strong similarity of legal theories and the

named plaintiff does not have any unique circumstances.” *In re Microcrystalline Cellulose Antitrust Litig.*, 218 F.R.D. 79, 84 (E.D. Pa. 2003); *see also In re Mercedes-Benz Antitrust Litig.*, 213 F.R.D. 180, 185 (D.N.J. 2008) (“[W]hile the Court must ensure the interest of the plaintiffs are congruent the Court will not reject the Plaintiffs’ claim of typicality on speculation regarding conflicts that may arise in the future.”). Accordingly, the typicality requirement of the rule is easily satisfied.

(d) Adequacy

Rule 23(a)(4)’s adequacy prong requires that “the representative parties will fairly and adequately protect the interests of the class.” The Third Circuit consistently has ruled that:

Adequate representation depends on two factors: (a) the Plaintiff’s attorney must be qualified, experienced and generally able to conduct the proposed litigation; and (b) the Plaintiffs must not have interests antagonistic to those of the class.

Weiss, 745 F.2d at 811 (quoting *Wetzel v. Liberty Mutual Insurance Co.*, 508 F.2d at 247); *see also Prudential II*, 148 F.3d at 312. These two components are designed to ensure that absentee class members’ interests are fully pursued.

i. The Class Has Been More Than Adequately Represented by Class Counsel

In the present case, the presumption of adequate representation cannot be rebutted. With respect to the issue of adequacy of counsel, the Court may take judicial notice of the fact that Class Counsel have substantial experience in litigating mass tort class actions and complex product liability cases and have been lead counsel in numerous complex class action cases. Class Counsel have and will continue to aggressively litigate this case. Counsel have taken significant discovery enabling them to negotiate an advantageous settlement from a position of knowledge and strength, and as advocates for the entirety of the Settlement Class. The adequacy requirement

is satisfied for certification and Interim Counsel should be appointed Lead Counsel pursuant to Rule 23(g).

ii. The Class Representatives' Interests Are Not Antagonistic to Those of the Class

There is nothing to suggest that the Named Plaintiffs have interests antagonistic to those of the absent Class Members. *See Dietrich v. Bauer*, 192 F.R.D. 119, 126 (S.D.N.Y. 2000) (“gauging the adequacy of representation requires an assessment whether the class representatives have interests antagonistic to those of the class they seek to represent”). Here, the Named Plaintiffs and Settlement Class Members are equally interested in demonstrating the defective nature of the Siding, and are further committed to obtaining appropriate compensation from CertainTeed. Plaintiffs have obtained an advantageous settlement that treats all Settlement Class Members in the same fashion, and provides real value to all.

Having demonstrated that each of the mandatory requirements of Rule 23(a) are satisfied here, Plaintiffs now turn to consideration of the factors which, independently, justify class treatment of this action under Rule 23(b)(3).

2. The Requirements of Rule 23(b)(3) Are Easily Met Here in the Settlement Context

In addition to satisfying Rule 23(a), the Settlement Class qualifies under Rule 23(b)(3), under which a class action may be maintained if:

[T]he court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The matters pertinent to these findings include: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3).

“The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem*, 521 U.S. at 623; *Newton v. Merrill Lynch Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 187 (3d Cir. 2001). Although Rule 23(b)(3) requires that common issues of law and fact predominate, it does not require that there be an absence of any individual issues. *In re Sugar Industry Antitrust Litig.*, 73 F.R.D. 322, 344 (E.D. Pa. 1976). The Court must find that “the group for which certification is sought seeks to remedy a common legal grievance.” *Hochschuler v. G.D. Searle & Co.*, 82 F.R.D. 339, 348-49 (N.D. Ill. 1978). Rule 23(b)(3) does not require that all questions of law or fact be common. *See Telectronics*, 172 F.R.D. at 287-88. In this regard, courts generally focus on the liability issues, and if these issues are common to the class, common questions are held to predominate over individual questions. *See id.*; *Dietrich v. Bauer*, 192 F.R.D. 119, 127 (S.D.N.Y. 2000) (in determining whether common issues of fact predominate, “a court’s inquiry is directed primarily toward whether the issue of liability is common to members of the class.”). “Plaintiffs’ burden is not to prove each element of their claim, but to show each element is capable of proof through common evidence.” *Sherman v. Am. Eagle Express, Inc.*, 2012 WL 748400, at *10 (E.D. Pa. Mar. 8, 2012).

Common questions of law and fact predominate here. The Settlement Class Members’ claims for compensatory relief are founded upon common legal theories related to the issues of CertainTeed’s designing, creating, manufacturing, testing, marketing, distributing and/or selling defective Siding. Thus, Class Members have an interest in the adjudication of what is by far and away the single issue of law and fact dominate this litigation, *e.g.*, whether or not the subject Siding is defective. Once that issue is determined on a class-wide basis, the remaining issues

focus on relatively minor matters such as the size of a Class Member's wall and how long the wall has been on the structure.

The other requirement of Rule 23(b)(3) that must be satisfied is the superiority requirement (*i.e.*, that a class action suit provides the best way of managing and adjudicating the claims at issue). "The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication." *Prudential II*, 148 F.3d at 316). Considerations of judicial economy underscore the superiority of the class action mechanism in this case. *See Prudential II*, 148 F.3d at 316 and n. 57. Settlement on a class basis also is superior to individual litigation and adjudication because settlement provides Class Members with prompt compensation for their damages. By contrast, compensation resulting from litigation is highly uncertain and may not be received before lengthy trial and appellate proceedings are complete. In addition, the Settlement obviously removes the overwhelming and redundant costs of individual trials.

The Settlement Agreement renders a class action superior to other potential avenues of recovery for Named Plaintiffs and the Class. In fact, this case presents the paradigmatic example of a dispute that can be resolved to effectuate the fundamental goals of Rule 23: (1) to promote judicial economy through the efficient resolution of multiple claims in a single action; and (2) to provide persons with smaller claims, who would otherwise be economically precluded from doing so, the opportunity to assert their rights. WRIGHT, MILLER & KANE, FEDERAL PRACTICE & PROCEDURE: CIVIL 2D § 1754. At the same time, the Settlement fully preserves the due process rights of each individual plaintiff seeking compensatory damages.

In sum, the requirements of Rule 23(b)(3) are satisfied and certification of the proposed Settlement Class is appropriate and should be granted.

B. The Court Should Grant Preliminary Approval of The Settlement

In addition to class certification, Plaintiffs seek preliminary approval of the Settlement. The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigor of prolonged litigation. *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594 (3d Cir. 2010); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an overriding public interest in settling class action litigation and it should therefore be encouraged.”). Where, as here, the parties propose to resolve class action litigation through a class-wide settlement, they must obtain the court’s approval. *See* Fed. R. Civ. P. 23(e); *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 295 (3d Cir. 2011) (en banc). Preliminary approval requires a finding that the Settlement falls within the range of possible approval, meaning, primarily, that the Settlement was reached as a result of arms-length negotiations and with sufficient information. Here, both those requirements are satisfied.

As detailed above, after a lengthy pre-filing investigation and protracted litigation, Class Counsel entered settlement negotiations with CertainTeed. The negotiations included numerous personal meetings of counsel, telephone conferences, email exchanges, the exchange of numerous written settlement proposals and a two-day mediation session with Hon. James R. Melinson on June 26-27, 2012, followed by numerous additional telephone conferences and meetings to finalize the terms of the Settlement Agreement.

While the mediation was fruitful and ultimately resulted in a Settlement, Class Counsel conducted an extensive investigation of the issues raised by the failure of the Siding and prepared for protracted litigation. In doing so, Class Counsel obtained, exchanged and analyzed documents obtained through discovery. In addition, Class Counsel retained product defect

experts, interviewed hundreds of potential witnesses, incurred significant costs relating to the forensic testing and analysis of the Siding, and performed numerous on-site property inspections. Class Counsel also investigated the cause of the failure of the Siding, the applicable legal standards for product defect cases involving defective construction materials, warranties, and relevant class action standards. To carry these duties out, Class Counsel assembled a highly qualified team of attorneys who have substantial experience in prosecuting class actions and, in particular, those involving defective residential construction materials.

Accordingly, at this stage of preliminary approval, there is clear evidence that the Settlement is within the range of possible approval and thus should be preliminarily approved.

1. The Standards and Procedures for Preliminary Approval

Rule 23(e) of the Federal Rules of Civil Procedure mandates that a class action cannot be settled without court approval:

The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

(1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.

(2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.

(3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.

(4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.

(5) Any class member may object to the proposal if it requires court approval under this subdivision (e); the objection may be withdrawn only with the court's approval.

Fed. R. Civ. P. 23(e); *Amchem*, 521 U.S. at 617; *Prudential II*, 148 F.3d at 316.

The procedure of providing notice to the class followed by a hearing to consider approving a class settlement has been accepted by numerous courts and is now standard practice. *Prudential II*, 148 F.3d at 326-27; *see also Bronson v. Board of Education of the City School District of the City of Cincinnati*, 604 F. Supp. 68 (S.D. Ohio 1984). In determining whether preliminary approval is warranted, the primary issue is whether the proposed settlement is within the range of what might be found fair, reasonable and adequate, so that notice of the proposed settlement should be given to class members, and a hearing scheduled to determine final approval. The MCL 4TH summarizes the recommended procedure that courts have articulated for the class action settlement approval process:

Review of a proposed class action settlement generally involves two hearings. First, counsel submits the proposed terms of the settlement and the judge makes a preliminary fairness evaluation.... If the case is presented for both class certification and settlement approval, the certification hearing and preliminary fairness evaluation can usually be combined.... The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.

MCL 4TH § 26.632.

When deciding preliminary approval, a court does not conduct a “definitive proceeding on fairness of the proposed settlement.” *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983); *In re General Motors Corp. Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995) (holding that the “preliminary determination establishes an initial presumption of fairness.”). The “definitive proceeding on fairness of proposed settlement” must await the final hearing, at which fairness, reasonableness and adequacy of the settlement is addressed. *In re Linerboard Antitrust Litig.*, 292 F.Supp. 2d 631, 638 (E.D. Pa.

2003); *Prudential II*, 148 F.3d at 316-17; *General Motors*, 55 F.3d at 785; *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115 (3d Cir. 1990).

In evaluating a settlement for preliminary approval, the court need not reach any ultimate conclusions on the issues of fact and law that underline the merits of the dispute.... Instead, the court must determine whether ‘the proposed settlement discloses grounds to doubt its fairness or otherwise obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class or excessive compensation for attorneys, and whether it appears to fall within the range of possible approval.... The analysis often focused on whether the settlement is the product of ‘arms-length negotiations.’

In re Auto Refinishing Paint Antitrust Litig., 2004 WL 1068807, at *2 (E.D. Pa May 11, 2004) (citations omitted); *Thomas v. NCO Financial Sys.*, 2002 WL 1773035, at *5 (E.D. Pa. July 31, 2002).

A settlement falls within the “range of possible approval” under Rule 23 if there is a conceivable basis for presuming that the standard applied for final approval will be satisfied so as to justify “notify[ing] the Class Members of the proposed settlement and... proceed[ing] with a fairness hearing.” *Armstrong v. Bd. of School Dir. Of the City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled in part on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998); *see also General Motors*, 55 F.3d at 785; *In re Baldwin-United Corp. Sec. Lit.*, 105 F.R.D. 475, 482 (S.D.N.Y. 1984); *In re Corrugated Container Antitrust Litigation*, 643 F.2d 195 (5th Cir. 1981).

An initial analysis of the terms of the Settlement Agreement here should give the Court confidence that it merits serious consideration by Settlement Class Members and that it will likely serve as the fair and comprehensive resolution of Class Members’ claims. The Settlement is “sufficiently fair, reasonable and adequate to justify notice to those affected and an opportunity to be heard,” the legal standard for preliminary approval of a class action settlement.

In re Auto Refinishing Pain Antitrust Litig., 2004 WL 1068807, at *1 (E.D. Pa. May 11, 2004) (quotation omitted).

Further, it is well-established that there is an overriding public interest in resolving litigation, and this is particularly true in class actions. *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534-35 (3d Cir. 2004); *General Motors*, 55 F.3d at 784 (holding that “the law favors settlement, particularly in class actions and other complex cases where substantial judicial resource can be conserved by avoiding formal litigation.”); *Austin v. Pa. Dept. of Corr.*, 876 F.Supp. 1437, 1455 (E.D. Pa. 1985) (explaining that “the extraordinary amount of judicial and private resources consumed by massive class action litigation elevates the general policy of encouraging settlements to ‘an overriding public interest.’”).

2. The Settlement Is Fair, Reasonable and Adequate

The Third Circuit has set forth a four-factor test to determine the preliminary fairness of a class action settlement.

- (1) the negotiations occurred at arm's length;
- (2) there was sufficient discovery;
- (3) the proponents of the settlement are experienced in similar litigation; and
- (4) only a small fraction of the class objected.

General Motors, 55 F.3d at 785. Subsequently, at the final fairness hearing, the Court has the discretion under Rule 23(e) to finally approve the settlement if the Court finds it to be fair, adequate and reasonable to Class Members. In the absence of fraud, collusion or the like, the Court should be hesitant to substitute its own judgment for that of counsel. *Weinberger v. Kendrick*, 698 F.2d 61 (2d Cir. 1982); *see also Trief v. Dun & Bradstreet Corp.*, 840 F. Supp. 277, 281 (S.D.N.Y. 1993) (“absent evidence of fraud or overreaching [courts] consistently have

refused to act as Monday morning quarterbacks in evaluating the judgment of counsel.”); *In re Warner Communications Sec. Lit.*, 798 F.2d 35, 37 (2d Cir. 1986) (“[I]t is not a district judge’s job to dictate the terms of a class settlement.”); *M. Berenson Co. v. Faneuil Hall Market Place, Inc.*, 671 F. Supp. 819, 822 (D. Mass. 1987) (“Where, as here, a proposed settlement has been reached after meaningful discovery, after arm’s length negotiations conducted by capable counsel, it is presumptively fair.”) (footnote omitted).

Settlements negotiated by experienced counsel that result from arms-length negotiations are generally entitled to deference from the court. *In re Auto-Refinishing Pain Antitrust Litig.*, 2003 WL 23316645, at *6 (E.D. Pa. Sep. 5, 2003); *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 640 (E.D. Pa. 2003) (“[a] presumption of correctness is said to attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel”) (citing *Hannahan v. Britt*, 174 F.R.D. 356, 366 (E.D. Pa. 1997)); *Lake v. First Nationwide Bank*, 156 F.R.D. 615, 628 (E.D. Pa. 1994) (giving “due regard to the recommendations of the experienced counsel in this case, who have negotiated this settlement at arms-length and in good faith”); *Petruzzi’s, Inc. v. Darling-Delaware Co.*, 880 F. Supp. 292, 301 (M.D. Pa. 1995) (“the opinions and recommendations of such experienced counsel are indeed entitled to considerable weight”); 2 NEWBERG ON CLASS ACTIONS, (11.4) (3d ed. 1992) (“There is usually an initial presumption of fairness when a proposed class settlement, which negotiated at arm’s-length by counsel for the class is presented for court approval.”). This deference reflects the understanding that vigorous negotiations between seasoned counsel protect against collusion and advance the fairness consideration of Rule 23(e).

The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation. See *In re Warfarin*

Sodium Antitrust Litig., 391 F.3d 516, 535 (3d Cir. 2004); *In re Vicuron Pharms., Inc. Secs. Litig.*, 512 F. Supp. 2d 279, 284 (E.D. Pa. 2007). The parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial. *See In re First Commodity Corp. of Boston Customer Accts. Litig.*, 119 F.R.D. 301, 306-07 (D. Mass. 1987). These economic gains multiply when settlement also avoids the costs of litigating class status – often a complex litigation within itself. Furthermore, a settlement may represent the best method of distributing damage awards to injured plaintiffs, especially where litigation would delay and consume the available resources and where piecemeal settlement could result in the complete exhaustion of defendant’s resources.

Here, each of the relevant factors balance heavily in favor of preliminarily approving the proposed Settlement. To begin, the negotiation process with CertainTeed supports a finding that the settlement is fair, reasonable and adequate. It is beyond dispute that the Settlement Agreement was the result of vigorous arms’-length negotiations, conducted by experienced counsel for all parties and after more than sufficient discovery had been undertaken. Class Counsel and CertainTeed’s counsel vigorously advocated their respective clients’ positions in the settlement negotiations and were prepared to litigate the case fully if no settlement was reached. Only after the exchange of discovery, review of documents, consultations with experts and litigation of this MDL in earnest, was the Settlement reached. Nothing in the course of the negotiations or in the substance of the proposed Settlement presents any reason to doubt its fairness and the concern noted in *Amchem*—regarding the vulnerability of a settlement claim where the parties had not been put to the test of a vigorous adversarial process in shaping their position at the bargaining table, *Amchem*, 521 U.S. at 601 & 620—is not at issue here.

The fairness of the settlement process and of the Settlement Agreement itself also was shaped by the experience and reputation of counsel, an important factor in final approval of class action settlements. *See General Motors*, 55 F.3d at 787-88; *Cotton v. Hinton*, 559 F.2d 1326 (5th Cir. 1977); *In re Coordinated Pretrial Proceedings in Antibiotic Antitrust Actions*, 410 F. Supp. 659, 667 (D. Minn.1974) (“The recommendation of experienced antitrust counsel is entitled to great weight.”); *Fisher Brothers v. Phelps Dodge Industries, Inc.*, 604 F. Supp. 446, 452 (E.D. Pa. 1985) (“The professional judgment of counsel involved in the litigation is entitled to significant weight.”). This Settlement was negotiated by experienced counsel to meet all the requirements of Rule 23 as discussed in *Amchem*, and specifically to provide administrative procedures to assure all Class Members equal and sufficient due process rights. Accordingly, the Settlement was not the product of collusive dealings, but, rather, was informed by the vigorous prosecution of the case by experienced and qualified counsel.

Further, continued litigation would be long, complex and expensive, and a burden to the Court. *See In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010); *Benjamin v. Dep’t of Pub. Welfare*, 807 F.Supp.2d 201, 207 (M.D. Pa. 2011); *Lake*, 900 F. Supp. 726 (expense and duration of litigation are factors to be considered in evaluating the reasonableness of a settlement); *Weiss v. Mercedes-Benz of N. Am. Inc.*, 899 F. Supp. 1297 (D.N.J. 1995) (burden on crowded court dockets to be considered). Continuing this litigation against CertainTeed would entail a lengthy and expensive battle, involving legal and factual issues specific to CertainTeed. It is reasonable to expect that all such matters would be sharply disputed and vigorously contested, as they were in settlement negotiations. Additionally, CertainTeed would assert various defenses, and a jury trial (assuming the case proceeded beyond pretrial motions) might well turn on class questions of proof making the outcome of such trial uncertain

for both parties. Even after trial was concluded, there would very likely be one or more lengthy appeals. Given this uncertainty, a certain “bird in the hand in this litigation is surely worth more than whatever birds are lurking in the bushes.” *In re Chambers Dev. Sec. Litig.*, 912 F. Supp. 822, 838 (W.D. Pa. 1995).

Finally, there is no reason to doubt the fairness of the proposed Settlement. As discussed above, the Settlement provides substantial cash benefits to the Settlement Class Members that are fair and reasonable consideration for the claims.

Balancing the complexities of this litigation, the substantial risk, expense and duration of continued litigation against CertainTeed and likely appeal if Plaintiffs did prevail against CertainTeed at trial, Class Counsel firmly believe that the Settlement represents an excellent resolution of this litigation against CertainTeed. It is well established that significant weight should be attributed to the belief of experienced counsel that settlement is in the best interests of the class as here. *In re General Instruments Sec. Litig.*, 209 F.Supp. 2d 423, 431 (E.D. Pa. 2001).

The Settlement was the result of good faith, arms'-length negotiations between experienced and informed counsel on both sides. There was no collusion between the negotiating parties. The proposed Settlement does not grant unduly preferential treatment to the class representatives or to segments of the Settlement Class, and it does not provide excessive compensation to Class Counsel. *See Martin v. Foster Wheeler Energy Corp.*, 2008 WL 906472, at *2 (M.D. Pa. Mar. 31, 2008); *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 153 (E.D. Pa. 2000); *Inter-Op Hip Prosthesis Liab. Litig.*, 204 F.R.D. 330, 379 (N.D. Ohio 2001). The standards for preliminary approval are therefore met in this case. *Id.*; *see also In re NASDAQ Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1999).² Therefore, the Court

² With respect to the reaction of the Class to the Settlement, the Court will only be able to evaluate this factor after the notice period.

should grant the present motion so that the Settlement Class can respond to the proposed Settlement and the Court can evaluate its fairness at a Final Approval Hearing.

C. THE COURT SHOULD DIRECT NOTICE TO THE CLASS

Rule 23(e) provides that class members are entitled to notice of any proposed settlement before it is ultimately approved by the Court. Under Rule 23(e) and the relevant due process considerations, adequate notice must be given to all absent class members and potential class members to enable them to make an intelligent choice as to whether to opt-out of the class. *Prudential II*, 148 F.3d at 326-27; *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227 (9th Cir. 1996). The Notice plan provided for in the Settlement Agreement has been developed with the thought of providing the most comprehensive notice possible, and a notice that will in fact “reach” all Class Members.

The proposed Notice provides clear and accurate information as to the nature and principal terms of the Settlement Agreement, including the monetary and other relief the Settlement will provide Members of the Class, the procedures and deadlines for opting out of the Settlement or submitting objections, the consequences of taking or foregoing the various options available to Class Members, and the date, time and place of the final settlement approval hearing. Pursuant to Fed. R. Civ. P. 23(h), the proposed Notice also sets forth the maximum amount of attorneys’ fees and costs that may be sought by Named Plaintiffs and their counsel. The Settlement Agreement proposes that the Notice to all Class Members and interested parties be provided by publication of summary notices in the print media, on television, and on the internet, and direct mailing of the long form notice to Class Members and reasonably identifiable distributors of the Siding at the addresses last known to CertainTeed. It also identifies and provides contact information for Class Counsel, counsel for CertainTeed and the Court.

Courts have sanctioned a variety of public notices to ensure that absent class members are aware of the settlement and are capable of making an informed choice. In the Second Circuit, the parties sought the aid of the mass media and the state governments to provide adequate notice to the absent class members. *In Re Agent Orange Prod. Liability Litigation*, 818 F.2d 145, 169 (2d Cir. 1987). This district has found that utilizing the mass media and posting notices in prisons gave adequate notice to absent class members in a civil rights action regarding the overcrowding of prisons. *Harris v. Reeves*, 761 F. Supp. 382 (E.D. Pa. 1991). In the Northern District of Georgia, the federal court sanctioned publication in 100 of the largest cities in the United States and through a public awareness program. The public awareness program included news releases through the broadcast media and the print media. *See In Re Domestic Air Transp. Antitrust Litigation*, 141 F.R.D. 534 (N.D. Ga. 1992). Through those sophisticated publications, the courts found Rule 23(e) and due process have been satisfied.

In this case, the Notice program will include sophisticated marketing efforts to provide adequate notice to all Settlement Class Members. The Plan will include the most reliable and modern advancements available to provide notice to users who are not known. Furthermore, notice will meet all necessary legal requirements and provide a comprehensive explanation of the Settlement in layman's terms. Through these extensive efforts, Settlement Class Members will receive adequate notice of the Settlement. The Short Form notices to be used in print ads, on television spots, and internet media. The Long Form notice will be mailed directly to each Class member for which the parties have a valid mailing address. The Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court. *See, e.g.*, MCL 4TH § 21.311-21.312.

Full and understandable notice is particularly important here due to the substantial benefits that will be provided to Settlement Class Members who submit a Claim Form. To ensure that such full and understandable notice is provided, that the notice requirements of Rule 23 are met, and that the Notice provided ensures that Class Members' constitutional due process rights are guaranteed, Plaintiffs request that the Court hold a pre-notice hearing prior to the dissemination of notice, to allow for objections to or comments upon the timing, contents of method of dissemination of the proposed notice. Holding a hearing prior to the dissemination of notice is a procedure that has been utilized in similar types of complex products liability litigation by courts within the Third Circuit to ascertain whether the notice of a classwide settlement that has been approved was sufficient prior to its dissemination. *See Carlough v. Amchem Prods., Inc.*, 158 F.R.D. 314 (E.D. Pa. 1993). To ensure that such a pre-dissemination hearing provides meaningful opportunity for objection and comment upon the notice plan, the Plaintiffs will widely disseminate the Notice, by *inter alia*, publishing the full text of the proposed notice on the Internet website that has been specially created to address questions about the Settlement and by direct mail of same to Plaintiffs' counsel as part of the distribution of the Settlement Agreement.

D. A FINAL FAIRNESS HEARING SHOULD BE SCHEDULED

The Court should schedule a final fairness hearing to obtain all required information to determine that class certification is proper and the settlement should be approved. *See* MANUAL FOR COMPLEX LITIGATION, Fourth § 21.633 (2008). The fairness hearing will provide a forum for proponents and opponents to explain, describe, or challenge the terms and conditions of the class certification and settlement, including the fairness, adequacy and reasonableness of the

settlement. Accordingly, Plaintiffs request that the Court schedule the time, date, and place of the final fairness hearing.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court grant preliminary approval of the parties' Settlement Agreement.

Dated: September 30, 2013

BERGER & MONTAGUE, P.C.

/s/ H. Laddie Montague, Jr.
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*Co-Lead Counsel for Plaintiffs and the
Proposed Settlement Class*

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: CERTAINTIED FIBER CEMENT
SIDING LITIGATION**

MDL DOCKET NO. 2270

This Motion relates to:

ALL CASES

**DECLARATION OF MICHAEL MCSHANE IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Michael McShane, declare as follows:

1. I am an attorney admitted *pro hac vice* in this Court and am counsel of record for Plaintiffs and Co-Lead Counsel in this action. I have personal knowledge of the following and if called as a witness, I could and would testify under oath.

2. I submit this declaration in support of Plaintiffs' motion for preliminary approval of class action settlement.

3. Attached hereto as Exhibit A is a true and correct copy of the Settlement Agreement reached between the parties in this action. Attached to the Settlement Agreement are its Exhibits 1 – 6:

- a. Exhibit 1. Claim Form
- b. Exhibit 2. Notices to Class
- c. Exhibit 3. Preliminary Approval Order
- d. Exhibit 4. Press Release
- e. Exhibit 5. Final Approval Order
- f. Exhibit 6. Opt-Out Form

4. Numerous actions were filed against Defendant CertainTeed by Class Counsel in 2010 relating to the premature failure and degradation of their Weatherboard Fiber Cement Siding manufactured since 1999.

5. On August 8, 2011, following a motion by Defendants before the United States Judicial Panel on Multidistrict Litigation, the JPML issued an order transferring all of the against CertainTeed to the U.S. District Court for the Eastern District of Pennsylvania.

6. On May 11, 2011, H. Laddie Montague and I were named Co-Lead Counsel by this Court.

7. Class Counsel have conducted an extensive investigation of the facts and circumstances related to the MDL Litigation, including consulting experts, written discovery, deposition of parties, interviewing potential witnesses, conducting inspections of the properties of certain Named Plaintiffs and other Settlement Class Members, reviewing the information and evidence that they have obtained regarding the facts and circumstances alleged in the Complaint, and researching and studying the legal principles applicable to the issues of liability, damages, jurisdiction, and procedure involved in the cases. Based on discovery and investigation undertaken in this matter, Class Counsel has concluded that there are approximately 300,000 structures upon which the subject siding is installed.

8. While vigorously litigating this action, the parties were simultaneously engaged in settlement negotiations, including a two day mediation with Hon. James R. Melinson on June 26-27, 2012. Following the mediation the parties held several in-person meetings regarding a possible settlement, engaged in numerous telephonic discussions and exchanged many written proposals prior to entering into the proposed settlement.

9. Settlement negotiations were conducted at arms-length and the parties had substantial disagreements on numerous aspects of the case including, *inter alia*, the manifestation of the defect, the sufficiency of the warranty, the warranty claims process, and the scope and type of remediation required.

10. Class Counsel evaluated the time and expense that will be necessary to prosecute these cases to final judgment, the delays that are likely before any judgment may be entered, and the uncertainty inherent in predicting the outcome of any complex litigation such as this and, based upon such evaluation, have concluded that further proceedings in these actions are likely to be protracted, complex and expensive, and that the outcome is highly uncertain. Class Counsel

determined that this settlement is in the best interests of the class.

11. Following the agreement of the parties, Class Counsel engaged in a complete bidding process to select both a notice provider and a settlement claims administrator. Class Counsel selected BMC Group as the Notice Provider and Claims Administrator. The BMC Group's Notice Plan and company resume is attached hereto as Exhibit B. The estimated cost of providing notice to the Class is \$1,318,153, and the cost of Claim Administration will be approximately \$521,000.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 30th day of September 2013, at San Francisco, California.

/s/ Michael McShane
Michael McShane

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: CERTAINTEED FIBER CEMENT	:	
SIDING LITIGATION	:	MDL DOCKET NO. 2270
	:	
	:	
	:	
This Agreement relates to:	:	
	:	
ALL CASES	:	
	:	
	:	

AGREEMENT OF COMPROMISE AND SETTLEMENT

This Agreement of Compromise and Settlement (“Agreement”) dated as of September 30, 2013, is made between the Named Plaintiffs, on behalf of themselves and the Settlement Class defined below, and CertainTeed Corporation (“CertainTeed”), to settle and compromise the Litigation and to discharge the Released Persons as set forth herein. This Agreement includes the following exhibits:

- Exhibit 1. Claim Form
- Exhibit 2. Notices to Class
- Exhibit 3. Preliminary Approval Order
- Exhibit 4. Press Release
- Exhibit 5. Final Approval Order
- Exhibit 6. Opt-Out Form

1. DEFINITIONS

1.1. As used in this Agreement, the following terms shall have the following meanings:

- a. “Agreement” means this Agreement and all Exhibits attached to it.

- b. “CAFA Notice” means the notice to be sent by the Claims Administrator on behalf of CertainTeed to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).
- c. “CertainTeed” or “Defendant” means Defendant CertainTeed Corporation and any of its subsidiaries, affiliates, parent companies, successors, predecessors, assigns or divisions, and any current or former officer, director, employee or shareholder of CertainTeed.
- d. “Claimant” means a Settlement Class Member who submits a Claim Form under the terms of this Agreement.
- e. “Claim Form” means the Claim Form (Exhibit 1) and any supporting documentation.
- f. “Claims Administrator” means BMC Group, who shall provide Notice to the Settlement Class and administer the Claims Program as set forth herein.
- g. “Claims Program” means the program set forth in Sections 6.1 through 6.31.
- h. “Claims Package” means a completed Claim Form, photographs, and other documents as required under the Claims Program or which are submitted in support of a Claim.
- i. “Claims Submission Period” means the time period of six (6) years from the Effective Date of this Agreement during which time Settlement Class Members may submit Claim Forms in accordance with the Claims Program.
- j. “Class Counsel” means the law firms appointed by the Court to represent the Class.
- k. “Class Notice” means the Notices of Proposed Class Action Settlement to be sent to the Settlement Class, pursuant to the terms of the Court’s Preliminary Approval Order. The Class Notices shall be substantially in the forms attached as Exhibit 2 to this Agreement.
- l. “Class Period” means the time period from January 1, 1999 through September 30, 2013.
- m. “Effective Date” means either: (a) the date of the Final Approval Order of this Agreement by the Court if no objections are timely filed; (b) the expiration date of the time for filing notice of any appeal from the Final Approval Order by the Court if objections are filed but no appeal is filed; or (c) if an appeal is filed, the latest of (i) the date of final affirmance of that Order, (ii) the expiration of the time for a petition for writ of certiorari to review the Order if affirmed and, if the certiorari is granted, the date of final affirmance of the Order following review pursuant to that grant; or (iii) the date of final dismissal of any appeal from the Order or the final dismissal of any proceeding on certiorari to review the Order that has the effect of confirming the Order.
- n. “Eligible Claim” means a claim by a Settlement Class Member for which the Settlement Class Member has demonstrated that Qualifying Damage exists and the claim is not deemed ineligible for any other reason as set forth in this Agreement.
- o. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e), following appropriate notice to the Settlement Class and an opportunity for Settlement Class Members to exclude themselves from the Settlement Class or file objections to all or part of the Agreement, at which time the Parties will request the Court to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed Settlement Agreement and to enter a Final Approval Order.

- p. “Final Approval Order” means the order to be entered by the Court following the Final Approval Hearing.
- q. “Independent Claims Reviewer” means an independent third-party administrator to handle appeals under the Claims Program as set forth in Sections 5 and 6.
- r. “Independent Inspector” means a third-party inspector chosen by the Claims Administrator and Lead Counsel to conduct inspections of Settlement Class Member’s Siding as set forth in Sections 6.18 and 6.20.
- s. “Lead Counsel” means the Interim Co-Lead Counsel appointed in the Court’s Order dated May 5, 2011.
- t. “Litigation” means MDL 2270 and includes all cases that were transferred to or consolidated to MDL 2270.
- u. “Named Plaintiffs” includes Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Wiedmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, James Dibley, Patricia Swanson, Thomas Frank, Sherman Creek Condominium Association and Koreen Grube.
- v. “Opt-Out Form” means the form or letter substantially in the form of Exhibit 6 by which Settlement Class Members may opt out of the Settlement Class.
- w. “Parties” means the Named Plaintiffs and Defendant.
- x. “Preliminary Approval Order” means the Order of Preliminary Approval of Settlement and Hearing Order the Parties will request that the Court enter following their submission of the Agreement to the Court.
- y. “Qualifying Damage” to Siding means damage caused by a defect in the Siding that is manifested as shrinkage between the ends of Siding in excess of 3/16” except that for Siding installed abutting windows, doors or trim, shrinkage must exceed 5/16”. In addition, Siding with warping or bowing in excess of 1/2”, field and edge cracking through the board, or delamination is also Qualifying Damage.
- z. “Released Persons” means CertainTeed and any person or entity that distributed the Siding, excluding installers in their role as installers, but not as sellers.
- aa. “Releasing Parties” means all Settlement Class Members who do not properly and timely opt out of the Settlement Class pursuant to the terms of this Agreement.
- bb. “Settlement Class” means all individuals and entities that, as of September 30, 2013, own homes, residences, buildings, or other structures located in the United States, on which the Siding was installed on or before September 30, 2013. Excluded from the Settlement Class are:
 - i. all individuals and entities who timely exercise their rights under Federal Rule of Civil Procedure 23 to opt out of this Settlement;

- ii. all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant;
 - iii. CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors; and
 - iv. the Judge to whom this case is assigned and any member of the Judge's immediate family.
- cc. "Settlement Class Member" means a member of the Settlement Class who is not excluded. The words "he" or "his" as used in the Agreement may refer to a Settlement Class Member, regardless of gender, to an entity, or to a political subdivision.
- dd. "Settlement Fund" means the fund established by CertainTeed in accordance with this Agreement to cover all payments related to the Settlement, including for Eligible Claims, incentive payments to Named Plaintiffs, attorneys' fees and costs, and the cost of notice and administration.
- ee. "Siding" means CertainTeed WeatherBoards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16" Trim installed on or before September 30, 2013.
- ff. "Claim Form" means the form and supporting documentation that Settlement Class Members must submit to obtain a remedy under this Agreement. The Claim Form shall be substantially in the form attached as Exhibit 1 to this Agreement.
- gg. "Wall Section" means that section of a wall on a Settlement Class Member's home or other structure on which the Siding is contiguous.

2. RECITALS

2.1. Plaintiffs Steve Clavette, Gwen Weithaus and Chris Thames filed an action in this Court captioned *Steve Clavette, et al. v. CertainTeed Corporation*, No. 10-6978 (E.D. Pa.), seeking to recover damages on behalf of themselves and a class of building owners who had owned homes or other buildings with allegedly defective Siding installed on a building during the period from 1999 to present.

2.2. Plaintiffs Epsen, Orioux and Wiedmeyer, respectively, filed three additional actions in this Court seeking certification of classes of owners of buildings on which the Siding

has been installed, all of which actions were consolidated by the filing of a Consolidated Amended Complaint on June 13, 2011.

2.3. Three additional actions complaining about the Siding were filed and pending in other district courts.

2.4. On August 8, 2011, the United States Judicial Panel on Multidistrict Litigation (“JPMDL”) issued an Order transferring to this Court all of the actions complaining about the Siding filed in a federal district court, finding that the seven actions then pending “involve common questions of fact, and that centralization under Section 1407 in the Eastern District of Pennsylvania will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation.” Specifically, the JPMDL transferred to this Court for coordinated pretrial treatment: 1) *John Robards, et al. v. CertainTeed Corporation*, No. 3:11-00141 (W.D. Ky.); 2) *Richard Tesoriero v. CertainTeed Corporation*, No. 5:11-00109 (N.D.N.Y.); 3) *Steve Clavette, et al. v. CertainTeed Corporation*, No. 2:10-06978 (E.D. Pa.); 4) *Monique Orioux v. CertainTeed Corporation*, No. 2:11-00234 (E.D. Pa.); 5) *Chad Epsen v. CertainTeed Corporation*, No. 2:11-00269 (E.D. Pa.); 6) *Steven Wiedmeyer v. CertainTeed Corporation*, No. 2:11-00317 (E.D. Pa.); and 7) *Koreen Grube v. CertainTeed Corporation*, No. 2:11-00396 (E.D. Wis.) (collectively, the “Consolidated Cases”). The MDL Litigation is now under the caption *In Re CertainTeed Fiber Cement Siding Litigation*, MDL Docket No. 2270 (the “MDL Litigation”). Following the transfer of these cases, the JPMDL transferred additional cases to the Eastern District of Pennsylvania MDL Docket No. 2270, including: *Patota v. CertainTeed Corporation*, No. 1:11-02701 (N.D. Ga.); *Juelich v. CertainTeed Corporation*, No. 4:12-00417 (E.D. Mo.); *Hocutt, et al. v. CertainTeed Corporation, et al.*, No. 5:12-05010 (W.D. Ark.); *Hardig, et al. v. CertainTeed Corporation, et al.*, No. 3:11-00535 (W.D.N.C.); *Frank v.*

CertainTeed, No. 12-439 (W.D. Wis.); *Swanson v. CertainTeed*, No. 12-1189 (D. Minn.); *Dibley v. CertainTeed*, No. 12-1890 (D. Minn.); *Cheung v. CertainTeed Corporation*, No. 12-0557, (W.D.N.C.); *Sherman v. CertainTeed Corporation*, No. 3:12-00614 (W.D.N.C.); *Saunders v. CertainTeed Corporation*, No. 3:12-00615 (W.D.N.C.); *Tai v. CertainTeed Corporation*, No. 3:12-00616 (W.D.N.C.); and *Ligouri, et al. v. CertainTeed Corporation*, No. 13-00235 (S.D. Iowa).

2.5. A Second Consolidated Amended Complaint was filed on June 19, 2012 (the “Complaint”).

2.6. CertainTeed filed an Answer to the Complaint on October 5, 2012.

2.7. CertainTeed denies all allegations of fault, wrongdoing, or liability made by the Named Plaintiffs or any of the plaintiffs in the other actions consolidated in the MDL Litigation.

2.8. Since at least 2010, Class Counsel have conducted an extensive investigation of the facts and circumstances related to the MDL Litigation, including consulting experts, written discovery, deposition of parties, interviewing potential witnesses, conducting inspections of the properties of certain Named Plaintiffs and other Settlement Class Members, reviewing the information and evidence that they have obtained regarding the facts and circumstances alleged in the Complaint, and researching and studying the legal principles applicable to the issues of liability, damages, jurisdiction, and procedure involved in the cases.

2.9. The Parties have engaged in extensive, arms-length negotiations regarding the settlement of claims involving the Siding, including mediation with the Honorable James R. Melinson on June 26-27, 2012.

2.10. The Named Plaintiffs, through Lead Counsel, have evaluated the time and expense that will be necessary to prosecute these cases to final judgment, the delays that are

likely before any judgment may be entered, and the uncertainty inherent in predicting the outcome of any complex litigation such as this and, based upon such evaluation, have concluded that further proceedings in these actions are likely to be protracted, complex and expensive, and that the outcome is highly uncertain.

2.11. Without conceding any lack of merit of any of their claims, and assuming that the Court will certify a national settlement class, the Named Plaintiffs and Lead Counsel have concluded that it is in the best interests of the Settlement Class Members to settle these actions on the terms set forth herein, and that the settlement with CertainTeed embodied in this Agreement is fair, reasonable and adequate to the Named Plaintiffs and the Settlement Class Members.

2.12. While denying any fault, wrongdoing, or liability, and relying on the provisions of this Agreement that the settlement embodied herein shall in no event be construed as or deemed to be evidence of an admission or a concession on the part of CertainTeed of any fault, wrongdoing, or liability whatsoever, or that any of the allegations in the Complaint are true, and without conceding any infirmity in its defenses, CertainTeed considers it desirable to enter into this Agreement in order to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding with the Litigation.

2.13. For the above reasons, it is hereby agreed by and between CertainTeed and the Named Plaintiffs, acting for themselves and the Settlement Class that, except as specifically stated to the contrary in this Agreement, all of the allegations, claims, demands, causes of action, and liabilities, which have been or could have been asserted by the Named Plaintiffs against CertainTeed relating to, arising out of, or in connection with any of the allegations made in the

Complaint, shall be settled and compromised, and these actions shall be dismissed with prejudice, according to the terms and conditions set forth below in this Agreement.

3. CLASS CERTIFICATION

3.1. The Parties agree that certification of the Settlement Class as defined above in Section 1 is appropriate pursuant to Fed. R. Civ. P. 23(b)(3).

4. CONSIDERATION TO SETTLEMENT CLASS MEMBERS

4.1. CertainTeed shall make total aggregate payments of \$103.9 million into the Settlement Fund, as follows: 1) \$2 million within 25 days of the entry of the Preliminary Approval Order; 2) \$35 million within 30 days of the Effective Date; 3) three equal installments totaling \$22.3 million to be paid every 90 days following the first payment after the Effective Date; 4) four equal installments totaling \$22.3 million in Year 2 of the Settlement, made on January 1, April 1, July 1, and October 1; 5) four equal installments totaling \$11.15 million in Year 3 of the Settlement, made on January 1, April 1, July 1, and October 1; and 6) four equal installments totaling \$11.15 million in Year 4 of the Settlement, made on January 1, April 1, July 1, and October 1.

4.2. CertainTeed agrees to modify this payment schedule, but not the total aggregate payment amount, should the balance of the Settlement Fund fall below \$5 million at any time before CertainTeed has made its last payment in year 4. If the Fund does fall below this amount, CertainTeed shall, within 14 business days of receiving written notice of the shortfall from Lead Counsel or the Claims Administrator, pay into the Fund an amount equivalent to the total amount paid out of the Fund during the previous three months.

4.3. The Settlement Fund shall be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.46B-1.

4.4. The Settlement Fund shall be used by the Claims Administrator to pay the approved costs of notice, claims administration, including the Claims Administrator and the Independent Reviewer. In addition, the Settlement Fund shall be used to pay an award of attorneys' fees and costs, and incentive fees to the Named Plaintiffs, all as ordered by the Court, and all Eligible Claims.

4.5. No funds may be drawn from the Settlement Fund prior to the Effective Date except funds to cover the cost of Notice and the Claims Administrator's preliminary expenses. If the Settlement is not ultimately approved, neither the Plaintiffs, the Class nor Class Counsel shall have any obligation to reimburse CertainTeed for the funds actually expended for these purposes. However, unexpended funds shall be returned to CertainTeed.

4.6. CertainTeed shall have no obligation to make any payments, under this Agreement or in connection with the Settlement, except as set forth in this Agreement and except to the extent a valid claim is submitted to CertainTeed during the SureStart period for the Siding..

4.7. The fees and expenses of the Claims Administrator shall be subject to Court review and approval prior to payment.

5. CLAIMS ELIGIBLE FOR A REMEDY UNDER THE SETTLEMENT

5.1. A Settlement Class Member shall have an Eligible Claim and be entitled to a remedy under this Agreement if he shows that the Siding on the building at issue has suffered Qualifying Damage and his claim is not excluded by Section 5.3 of this Agreement.

5.2. Within 10 days of the Effective Date, CertainTeed will provide the Claims Administrator with a list of all persons that have asserted claims relating to the Siding and a statement of the status of the claim. CertainTeed will cooperate with the Claims Administrator

in providing additional information as needed, including the copying of any claims file in CertainTeed's possession relating to a Class Member.

5.3. A claim is not eligible for monetary relief under this Agreement if:

- a. The Settlement Class Member has already settled or resolved his claim, or portion of his claim, except as set forth in Section 5.4. Claims or portions of claims that have been settled or resolved include: (i) claims or portions of claims that have been resolved with a final judgment or dismissal, whether or not favorable to the claimant; or (ii) claims or portions of claims that have been settled as evidenced by a written release of CertainTeed; or (iii) claims or portions of a claim for which a Settlement Class Member has received compensation for replacement siding, such as by a check for Siding or labor cost that has been cashed; or (iv) claims or portions of claims for which a Settlement Class Member has received replacement material by redeeming a material authorization letter from CertainTeed; or
- b. The claim is based upon Siding that was installed either before or after the Class Period.

5.4. A Settlement Class Member who has resolved through warranty, settlement or adjudication a claim against CertainTeed relating to the Siding on a Wall Section that is different from the subject of the current claim will be deemed to have an Eligible Claim with respect to the Wall Section that was not the subject of the prior warranty, settled, or dismissed claim. If a Claimant still has a valid SureStart warranty, they must first make a claim with CertainTeed under that warranty. The Claimant may, after accepting compensation under the SureStart warranty, make a claim in this Settlement but only to recover that amount which exceeds what they already received from CertainTeed.

5.5. If a Settlement Class Member does not have an Eligible Claim, he is not entitled to any remedy under this Agreement. Each Eligible Claim must be submitted and processed in accordance with the Claims Program described below.

5.6. This Agreement does not include claims for damage to any interior part of a Settlement Class Member's structure beneath the house wrap (weather barrier) affixed to the structure. Such claims for interior damage are expressly not released by the terms of this

Settlement. CertainTeed retains all legal and factual defenses available to it with respect to any claims for damage to any interior part of a Settlement Class Member's structure.

6. CLAIMS PROGRAM PROCEDURES

6.1. The Claims Program will commence in accordance with the terms and conditions of this Agreement no later than 10 days after the Effective Date. Lead Counsel and the Claims Administrator will jointly establish all policies and procedures involved in processing Eligible Claims under the terms of this Agreement, subject to the Court's approval.

6.2. All claims under the Settlement will be commenced by filing with the Claims Administrator a Claims Package, which shall include the Claim Form attached as Exhibit 1, photographs, and other documents required pursuant to this Section. Any Settlement Class Member who believes that he may have an Eligible Claim may visit the settlement website to submit a claim electronically or download a Claim Form so that it may be mailed to the Claims Administrator. Settlement Class Members who do not have access to the settlement website may contact the Claims Administrator by telephone or in writing to request a Claim Form. The Claims Administrator shall promptly assign a claim number and provide one of the Claim Forms to every person requesting one. If a person requests a Claim Form during the Claims Submission Period, but receives it after the Claims Submission Period has passed, he will be granted another 60 days to complete and return his Claims Package from the date when the Claim Form was sent.

6.3. In order to recover under this Claims Program, a Settlement Class Member requesting a remedy under the Agreement shall provide information deemed sufficient by the Claims Administrator acting in good faith to determine whether he has an Eligible Claim.

6.4. To recover under the Claims Program, a Settlement Class Member must properly complete a Claim Form, substantially in the form of Exhibit 1, and provide all required supporting documentation. The Claims Administrator may determine in the case of a Settlement

Class Member who previously submitted a claim to CertainTeed that the documents provided to CertainTeed are adequate to support the claim.

6.5. When a Settlement Class Member submits a Claim Form, he must also submit any one of the following to substantiate product identification:

- a. Photographs of the siding and the structure sufficient to establish that the siding installed on the property is the Siding; or
- b. Reliable and contemporaneous documentary proof of purchase and installation of Siding, such as an invoice from a builder and evidence of payment or building inspection documents. Bids shall not be acceptable; or
- c. A prior communication from CertainTeed (*e.g.*, where a prior warranty claim has been made), which confirms that any cladding on the structure includes the Siding.

6.6. Each Claimant who submits a Claim Form shall make their best effort to submit photographs of sufficient quality to establish the condition of the Siding in sufficient detail and quality that evaluation of the claim may be made and the nature and extent of any affected areas can be determined. All photographs or storage devices (*e.g.*, CDs, DVDs, thumb drives) containing digital photos should be labeled by the Claimant with the Claimant's name and address, and should identify the location on the building of the wall shown. The Claimant shall provide one or more photographs showing each wall of the structure from a distance sufficient to show the entire structure and a minimum of two photographs of each wall that is the subject of the claim showing the condition of the Siding. The Claimant must identify exactly what wall/location is depicted in each photo. A Claimant shall cooperate to provide such other information as reasonably is needed to determine if he has an Eligible Claim.

6.7. Claimants shall be required to declare under penalty of perjury that information or material submitted to the Claims Administrator is true and correct and that the photographs submitted are typical of the damage to the Siding for which the Claimant seeks a remedy under the Agreement. Claimants shall be required to sign any Claim Forms and, in so doing, further

agree to cooperate with the Claims Administrator and permit inspection of the structure(s) if deemed necessary by the Claims Administrator.

6.8. Upon ten (10) business days prior written notice to Lead Counsel, the Claims Administrator shall have the authority to reduce or deny any claim where the Claimant or any person acting on the Claimant's behalf has engaged in fraudulent practices, including but not limited to submitting false claims or documentation, and to take such other actions as may be appropriate to prevent such practices in the future. A denial of a claim based upon fraudulent practices may only be appealed to the Court, and not the Independent Claims Reviewer.

6.9. Claimants may not utilize third party claim services or similar services to file claims in the Claims Program established by this Agreement, except that a Settlement Class Member may engage a bona fide contractor to assist with necessary measurements or product identification. Settlement Class Members shall not be permitted to assign claims under the Claims Program to any person who assists with their claim under this Section.

6.10. Data and information on Claim Forms and all supporting documentation shall be confidential and proprietary. All claims information created or obtained by the Claims Administrator shall be available to Lead Counsel upon request at any time. No materials submitted by any Claimant, including photographs, will be returned to the Claimant.

6.11. Claim Forms shall be submitted by Claimants to the Claims Administrator. For all Claim Forms submitted prior to the Final Approval Order, the Claims Administrator shall electronically scan each form and any supporting documentation into folders in the Claims Administrator's claim repository and an electronic database and shall manage the information so that it is accessible within thirty (30) days after the entry of the Final Approval Order. For all Claim Forms submitted after the Final Approval Order, the Claims Administrator will scan

Claim Forms within five (5) business days after the Claim Forms are received. The Claims Administrator shall have processes and procedures in place to allow subsequent submissions to be properly tracked and joined to original filings. All information about Settlement Class Members in the Claims Administrator's claim repository shall be available to Lead Counsel and CertainTeed and shall be provided upon ten (10) business days written notice.

6.12. The Claims Administrator shall review the Claim Forms and any supporting documentation to determine the Claimant's eligibility and whether the form is complete and includes all of the required supporting documentation necessary to establish an Eligible Claim. If the Claimant has not established an Eligible Claim, the Claims Administrator shall send a letter to the Claimant notifying the Claimant of that fact. The letter to the Claimant shall provide the reason why the Claimant has not shown an Eligible Claim. If applicable, the Claims Administrator shall explain what additional material is needed and provide an opportunity to cure any deficiency. A Claimant shall be given two opportunities to remedy any deficiency in his claim. If the Claimant does not resolve the identified deficiencies within 30 days from the date of the second deficiency letter, the claim shall be denied. The second deficiency letter shall so advise the Claimant that if the Claimant does not resolve the identified deficiencies within 30 days from the date of the second deficiency letter, the claim shall be denied. The second deficiency letter shall be sent to Lead Counsel at the same time it is sent to the Claimant. Any communications required in the administration of a claim may be sent by email if the Claimant consents in writing to receive notifications and correspondence by email. The Claims Administrator shall have no duty to process claims under this Agreement prior to the Effective Date of this Agreement.

6.13. The Claims Administrator may contact the Claimant in connection with its processing and evaluation of the Claims Package, including by telephone and email, but all communications (whether written, by email, or by telephone) shall be documented and preserved in the claims system referred to in this Section until this Settlement is fully completed.

6.14. Claims will be evaluated based on photographs and information provided by the Claimant. The Claims Administrator, however, after providing written notice to Lead Counsel, may inspect any structure that is the subject of a claim if, in the Claims Administrator's determination, such examination is reasonably necessary. In the event an inspection is needed, the Claims Administrator shall use reasonable efforts to complete such inspection within 60 days of the receipt of a complete and valid Claims Package from the Claimant, but shall receive an additional 60 days upon request in the event that weather conditions or the volume of claims affect the Claims Administrator's ability to proceed on a timely basis.

6.15. When an evaluation is based on photographs, the Claims Administrator will make a good faith estimate of the number of boards (or panels) on the Wall Section that is subject to the claim. Claimants shall cooperate with the Claims Administrator in order to reach agreement on the number of boards (or panels) on the Wall Section. The Claimant may provide the Claims Administrator with detailed measurements on a wall-by-wall basis, at the Claimant's expense, and shall provide all relevant information in the Claimant's possession that may assist the Claims Administrator in his determination of the measurements. Claimants who do not provide the Claims Administrator with the detailed measurements may not proceed to review by the Independent Claims Reviewer on the issue of measurement.

6.16. The Claims Administrator shall have 90 days from the receipt of a completed Claims Package, or completed inspection, whichever is later, to complete its evaluation of each submitted and completed claim.

6.17. A Claimant who receives and cashes a payment following the acceptance of a claim in whole or in part has accepted the offer under this Section may not appeal the Claims Administrator's decision with respect to his claim.

6.18. If the Claims Administrator denies a claim, the Claimant shall have the right to appeal the denial to the Independent Claims Reviewer, appointed pursuant to Section 6.19. Lead Counsel will be provided written notice of all denials of claims, whether partial or complete denials, contemporaneously with the notice provided to the Claimants. The following procedures will govern any such appeal:

- a. The Claimant will have 30 days from his receipt of notice of the denial to request an independent review by the Independent Claims Reviewer;
- b. The Independent Claims Reviewer shall review the Claims Package, and such other related information as the Claimant, Class Counsel, or the Claims Administrator may submit, and shall make a determination within 90 days of whether he concurs with the Claims Administrator's evaluation;
- c. In any such appeal, the Independent Claims Reviewer, Class Counsel, or the Claims Administrator may request that an Independent Inspector, appointed pursuant to Section 6.20, visit the premises and evaluate the claim pursuant to the terms of this Agreement. Such an inspection by the Independent Inspector must be requested within 30 days of the request for a review by the Independent Claims Reviewer and such inspection must be completed within 45 days of the inspection request, weather permitting. The Independent Inspector will submit his report to the Claimant, Class Counsel, the Claims Administrator, and the Independent Claims Reviewer within 10 business days following the inspection;
- d. Following receipt of the report of the Independent Inspector, the Claimant, Class Counsel, and the Claims Administrator will have 30 days to submit additional information to the Independent Claims Reviewer.
- e. Either the Claims Administrator or Class Counsel and Claimant may meet with the Independent Claims Reviewer in connection with the review of any claim or to present evidence (including in the form of declarations) in support of or in opposition to the Claims Administrator's evaluation of the claim. In the event that either the Claims Administrator or the Claimant or Class Counsel invokes this option, the other parties

shall always be provided with written notice of such meeting and the opportunity to attend;

- f. The Independent Claims Reviewer shall provide a written determination, setting forth the basis for his decision. In conducting his review of claims, the Independent Claims Reviewer shall review the record of the claim, including any inspection results, and shall evaluate the claim in accordance with the provisions of this Agreement;
- g. The Independent Claims Reviewer will make his final decision on the claim within 15 days after the expiration of the 30 day period for submission of additional information. The Independent Claims Reviewer will submit his report in writing to the Claimant, Lead Counsel and the Claims Administrator;
- h. The Independent Claims Reviewer may provide only the remedies provided for by this Agreement, and may not award any other relief with respect to any claim governed by this Agreement;
- i. The Claims Administrator will provide any remedy issued by the Independent Claims Reviewer within 30 days of receipt of his decision; and
- j. Any dispute whether a Claimant has properly complied with the claims procedure set forth in this Agreement will be resolved by the Independent Claims Reviewer.

6.19. The Independent Claims Reviewer shall be selected by Lead Counsel, subject to the Court's approval. Each Independent Claims Reviewer shall serve for a six month term, which may be renewed by Lead Counsel for subsequent six month terms. The Independent Claims Reviewer shall have a continuing obligation to be neutral and unbiased for the duration of his appointment and shall inform Lead Counsel in the event of any conflict of interest.

6.20. An Independent Inspector shall be selected by the Independent Claims Reviewer in the event that an inspection is requested. The Independent Inspector shall have a continuing obligation to be neutral and unbiased and shall inform the Independent Claims Reviewer and Lead Counsel in the event of any conflict of interest. The Independent Inspector may be requested to inspect more than one Claimant's building.

6.21. The Independent Claims Reviewer shall maintain and preserve written records of all of his activities in a computerized database electronically accessible to Lead Counsel and

CertainTeed in a secure, read-only environment and shall provide such periodic and special reports as the Court and Lead Counsel may request.

6.22. Lead Counsel shall have the right to audit the work of the Independent Claims Reviewer at any time.

6.23. In the event that Lead Counsel believes that the Independent Claims Reviewer or the Claims Administrator is not properly applying the terms of this Agreement, or in the event that there is a question concerning the application of the terms of this Agreement generally or with respect to an individual claim by any of them, then:

- a. The objecting Party's counsel shall notify counsel for the other party to this Agreement in writing of the concern;
- b. Lead Counsel shall meet within 30 days of receipt of the written notification to resolve the concern; and
- c. Any obligation to provide a remedy for a disputed claim shall be suspended until 30 days after such dispute is resolved in accordance with the provisions of this Agreement, at which time the remedy, if any is appropriate, shall be provided within 30 days thereafter.

6.24. In no event shall CertainTeed or Class Counsel have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator, the Independent Claims Reviewer, the Independent Inspector, or any of their agents, employees or contractors.

6.25. In situations in which a Claimant has listed or advertised his or her home for sale, or where there is alleged damage to the structure caused by the alleged non-performance of the Siding, the Claims Administrator, the Independent Claims Reviewer, and the Independent Inspector will use best efforts to expedite the claims procedure.

6.26. Claimants may submit another claim once every year from the date that the Claimant receives notice of the denial of his claim by the Claims Administrator or the Independent Claims Reviewer, provided the date of such subsequent claim is within the applicable Claims Submission Period of the Claims Program and the provisions of this

Agreement. A Claimant may request that a new claim be submitted less than one year from the date of the previous denial if the Claimant can demonstrate that such new claim is necessary to mitigate structural damage. The request shall be made in writing to the Claims Administrator, who shall provide a copy of the request to Class Counsel within 10 business days. Any remedy provided for such new claim shall be prorated based on the date the new claim was received.

6.27. Settlement Class Members may not assign their claims, except:

- a. Upon the sale of a property covered by this Agreement, the purchaser shall succeed to the rights of the Settlement Class Member by acquiring property covered by this Agreement and may receive and succeed to all rights and obligations created by this Agreement, as limited by the terms and conditions of the Agreement, provided that the subsequent purchaser is qualified to assert a warranty claim in accordance with the transferability provisions of the CertainTeed Limited Warranty applicable to such Siding when it was installed.
- b. Upon the sale of a property covered by this Agreement, the seller may retain, pursuant to a written assignment agreement executed by the buyer and seller contemporaneously with the sale of the property, all rights and obligations created by the Cash Settlement Option, as limited by the terms and conditions of the Agreement, provided that the Settlement Class Member's Claims Package is postmarked or otherwise received by the Claims Administrator no later than 90 days after the later of the Effective Date of this Agreement or the settlement on the sale of the property. The written assignment must be submitted with the Claims Package.

6.28. The Claims Administrator shall pay all fees and expenses incurred by the Independent Claims Reviewer and any Independent Inspectors in administering this Agreement, as well as all costs of implementing and administering the Claims Program. Any dispute concerning the validity of fees and expenses incurred by the Independent Claims Reviewer(s) or the Independent Inspectors shall be resolved by the Court.

6.29. Within forty-five (45) days of the first anniversary of the Effective Date, and annually thereafter until one year after the expiration of the Claims Submission Period, the Claims Administrator shall file, under seal, with the Court and serve on Lead Counsel and CertainTeed a report identifying all Claimants whose claims have been resolved in the prior 12

months, the remedy provided to each Claimant, and the basis for denying any claims asserted by any Claimant.

6.30. Lead Counsel shall have the right to audit, at any time, the processing and disposition of claims submitted by Claimants to the Claims Administrator under this Agreement. In connection with such an audit, Lead Counsel shall have the right to examine all books and records maintained by the Claims Administrator related to the processing of claims under this Agreement.

6.31. The following provisions shall apply to the confidentiality of the Claims Program:

- a. All information relating to the Claims Program, processing, and inspections is confidential and proprietary and shall not be disclosed, except as necessary to CertainTeed, Class Counsel, the Independent Claims Reviewer, the Independent Inspector, the Court in accordance with the terms of this Agreement, and as required by legal process, except that a copy of any inspection report relating to an individual claim will be made available, upon request, to the Claimant involved.
- b. The Claims Administrator shall use personal information acquired as the result of this Agreement solely for purposes of evaluating and paying claims under this Agreement.
- c. The Claims Administrator shall assign a manager (and disclose the identity of this person to Class Counsel) to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure performance with this Agreement.
- d. The Claims Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Agreement, as well as to prevent the loss, destruction, falsification, and leakage of such personal information.
- e. If it outsources the handling of personal information, the Claims Administrator shall ensure that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information and prohibit re-use of such information for all other purposes.
- f. The Claims Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information.

7. REMEDY

7.1. If the Claims Administrator or the Independent Claims Reviewer determines that the claim is an Eligible Claim, the Claimant will be eligible for the remedy pursuant to this Section.

7.2. Subject to the terms of this Section, a Settlement Class Member with an Eligible Claim will receive cash compensation. The amount of compensation the Claimant will receive shall be based on the cost to replace the wall sections of Siding with Qualifying Damage, as described in this Agreement. The value of the Siding with Qualifying Damage for which the Claimant is entitled to compensation will be calculated pursuant to RS Means as of the Effective Date and shall include the cost of Siding material, labor and paint. Any compensation for the replacement of Siding with Qualifying Damage provided under this option will be based on the schedule as set forth below, and the number of boards for which a Claimant is entitled to compensation shall be calculated based on the size of the Wall Section with Qualifying Damage as follows:

- a. If Qualifying Damage exists on 5% or greater of either the total number of boards or on boards which represent 5% or more of the total square footage on the affected Wall Section, the Claimant is eligible for compensation for the number of boards on the entire Wall Section.
- b. If the Claimant does not qualify for compensation for the entire Wall Section pursuant to Section 7.2(a), compensation will be based on the actual number of boards or panels with Qualifying Damage and will be prorated based on the actual number of boards with Qualifying Damage plus any necessary boards immediately above or below the affected boards.
- c. After calculating the value of a claim, the following schedule will be applied to the value of each claim: The percentage is percentage of the RS Means value of the claim which the Claimant will be paid.

Date of Original Installation	Percent of RS Means at Effective Date
2013	80%
2012	76%
2011	72%
2010	68%
2009	64%

2008	60%
2007	56%
2006	52%
2005	48%
2004	44%
2003	40%
2002	36%
2001	32%
2000	28%
1999	24%

7.3. Claimants are eligible for the remedies listed in this Section only if the Claim Form for the subject claim is postmarked or otherwise received by the Claims Administrator within six (6) years of the Effective Date of this Agreement. Claims that are denied based on untimely submission are not eligible for appeal to the Independent Claims Reviewer. In order to ensure that the settlement fund is not depleted during the claims period, the Claimant will receive an initial payment in the amount of 50% of their claim. At the end of the claims period, the Claimant will receive a second payment, and depending on the claims rate may receive the full value of their claim with a reduction for usage.

8. ATTORNEYS' FEES AND INCENTIVE PAYMENTS TO NAMED PLAINTIFFS

8.1. Class Counsel will make an application for an award of attorneys' fees and costs in this Action to be paid exclusively out of the Settlement Fund. CertainTeed will not take a position on the application.

8.2. CertainTeed agrees that the Named Plaintiffs shall be paid service awards over and above any amounts to which they which may otherwise be entitled under the Agreement to compensate them for their roles and services in connection with this litigation. The amount of the service award paid to each Named Plaintiff shall be determined by Lead Counsel and subject to Court approval and shall be paid from the Settlement Fund.

9. THE PRELIMINARY APPROVAL ORDER

9.1. The Parties shall submit this Agreement to the Court within seven (7) days of execution of this Agreement and request that the Court enter the Preliminary Approval Order in substantially the form of Exhibit 3 hereto.

10. NOTICE OF PROPOSED SETTLEMENT

10.1. Notice of the Settlement to Settlement Class Members shall be provided pursuant to the Preliminary Approval Order of the Court. All of the costs of the notice (such as the costs of printing, mailing, and postage) shall be paid out of the Settlement Fund.

10.2. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), the CAFA-Notice shall be sent by the Notice Administrator to appropriate federal and state officials pursuant to the proper requirements.

10.3. Class Counsel and CertainTeed agree that reasonable notice of this Agreement consistent with the Due Process requirements of the United States Constitution shall be given to the members of the Settlement Class. To effectuate such notice, Class Counsel and CertainTeed have agreed to engage BMC as the Notice Provider and Claims Administrator.

10.4. Such notice shall include, but not be limited to: a) publication of summary notices pursuant to Section 10.5; b) mailing of long-form notices pursuant to Section 10.6; c) the establishment of a website pursuant to Section 10.11; and d) the issuance of press releases pursuant to Section 10.7. The text of the notices and the mechanisms for distributing the notices

shall be subject to the approval of the Court and shall be the responsibility of the Claims Administrator.

10.5. Summary notices, substantially in the forms attached hereto as Exhibit 2 (print, media and internet) shall be published as approved by the Court. The publication notices shall be targeted to emphasize those areas where sales of Siding are largest and from where claims have been submitted previously to CertainTeed.

10.6. A long-form notice, contained in Exhibit 2, or in such other form as directed by the Court, shall be mailed, first class postage prepaid, to each member of the Settlement Class identified by the Parties through reasonable efforts, including all Settlement Class Members who have submitted a warranty claim for the Siding on their buildings, including each Settlement Class Member whose identity becomes known as a result of the notice published pursuant to Section 10.5, above. The long-form notice shall also be mailed to all identifiable distributors of the Siding at the addresses last known to CertainTeed. CertainTeed shall provide the Claims Administrator with all of this information within ten (10) business days after issuance of the Preliminary Approval Order. In the event that any Class Notice mailed to a potential Settlement Class member is returned as undeliverable a second time, then no further mailing shall be required. The Claims Administrator will promptly log each Class Notice that is returned as undeliverable and shall provide copies of the log to Lead Counsel and defense counsel. The Claims Administrator shall take reasonable steps to re-mail all undeliverable long-form notices to updated addresses provided by the National Change of Address Database maintained by the United States Post Office or obtained by other reasonable means.

10.7. Press Releases, substantially in the form of Exhibit 4, shall be released through PR Newswire. Press releases must be approved by CertainTeed and Lead Counsel prior to publication.

10.8. At least five (5) business days before the date of the Final Approval Hearing, the Claims Administrator shall file proof, by affidavit or declaration, of the aforesaid publications and mailings.

10.9. No later than the publication of the first notice to be published pursuant to Section 10.5, the Claims Administrator shall cause a toll-free telephone facility to be established. The toll-free telephone number of such facility shall be included in the published notices. The telephone facility shall be capable of: (a) receiving requests for Claim Forms or the long-form notice of this Settlement described in Section 10.6 or any other materials described in this Section; (b) providing general information concerning deadlines for opting out of the settlement, Claim Forms, and the dates of relevant Court proceedings, including the Final Approval Hearing; and (c) mailing materials to Settlement Class Members as provided in this Section. The toll free number shall be maintained for six years after the Effective Date. All costs associated with establishing and maintaining the toll-free telephone facility shall be paid by the Claims Administrator and reimbursed from the Settlement Fund.

10.10. The Claims Administrator shall mail long-form notices or Claim Forms to anyone requesting them. The Claims Administrator shall maintain records of all of its activities, including logs of all telephone calls received and all mailings, and shall maintain an electronic database reflecting the running tally of the calls received and number of and types of materials mailed by it in connection with this Settlement.

10.11. No later than the publication of the first notice to be published pursuant to this Section, the Claims Administrator shall cause an internet website concerning the Settlement to be established, the contents of which must be approved by Lead Counsel and CertainTeed. The website shall be maintained while the Claims Administrator is processing claims under this Agreement, or, if as a result of the evolution of the electronic communication media, the maintenance of the website is no longer practicable, the Claims Administrator shall establish a suitable alternative communications medium to make available information concerning the Settlement and the procedures for the submission of claims, for at least six years after the Effective Date. The internet address of the website shall be included in the published notices. The website shall provide: (a) generalized information concerning deadlines for opting out of the Settlement, Claim Forms, and the dates of relevant Court proceedings, including the Final Approval Hearing; (b) a listing of the toll-free phone number to be established pursuant to Section 10.9; and (c) electronic copies of this Agreement, the long-form notices, the Claim Forms, and information concerning the submission of Claims Packages, that Settlement Class Members can download and print. The Claims Administrator shall cause to be maintained a record of activities relating to claims, including logs of inquiries to the internet website and downloads and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form.

10.12. CertainTeed shall additionally include in the section of its corporate website concerning warranty claims for Siding a conspicuous link to the website to be established pursuant to Section 10.11 and such link shall be maintained for at least six years following the Effective Date.

11. SETTLEMENT CLASS MEMBERS' RIGHT OF EXCLUSION AND TO OBJECT

11.1. A Settlement Class Member may opt out of the Settlement Class. To exercise this exclusion right, the Settlement Class Member must fully complete the Opt-Out Form and send it via first class mail or personal delivery to Lead Counsel. In seeking Preliminary Approval of this Agreement, the Parties will request that the deadline for submission of Opt-Out Forms be set on a date 60 days after the publication of the notice to be published pursuant to Section 10. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid. Any Settlement Class Member who submits a timely request for exclusion shall not be permitted to object to the Settlement.

11.2. Any Settlement Class Member who has not timely and properly filed an Opt-Out Form shall be bound by this Settlement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt out of the Class pursuant to this Agreement shall not be entitled to a remedy under or be affected by this Agreement.

11.3. Class Counsel shall have the right to contact persons who submit Opt-Out Forms.

11.4. Within five (5) business days of the closing of the opt-out period, Lead Counsel shall provide counsel for CertainTeed, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has submitted an Opt-Out Form from the Settlement Class and attaching copies of all Opt-Out Forms.

11.5. In the sole discretion of CertainTeed, it may void this Agreement if the number of Settlement Class Members opting out reaches a level that, in CertainTeed's judgment, threatens to frustrate the essential purpose of this Agreement. CertainTeed will not take into account pending lawsuits of which it is aware in determining whether the number of opt-outs reaches such a level. CertainTeed shall advise Lead Counsel and the Court, in writing, of this election within ten (10) business days of receiving the list of opt-outs pursuant to Section 11.4. In such

event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit, or proceeding.

11.6. A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Court, Lead Counsel, and CertainTeed's counsel. The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, email address, if available, state the address(es) of the property or properties that may contain Siding, specify the number of units of residential property or other structures at each address containing Siding, and state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the final approval hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member. Such objection must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Settlement, the Parties will request that the deadline for submission of notices of objection shall be set on a date 60 days after the publication of the notice to be published pursuant to Section 10. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

12. FINAL JUDGMENT OF DISMISSAL

12.1. At least ten (10) business days before the Final Approval Hearing, the parties shall file a joint motion requesting that the Court grant final approval of the Settlement embodied in this Agreement and that the Court enter an Order of Final Approval of Settlement and Final Judgment.

12.2. If the Court grants final approval of the Agreement, the Final Approval Order shall:

- a. Provide that the Agreement is fair, reasonable and adequate to the members of the Settlement Class and direct that the Agreement be implemented in accordance with its terms;
- b. Dismiss all the actions in the MDL Litigation (Docket No. 2270) against CertainTeed, with prejudice;
- c. Adjudge that each and every Settlement Class Member is deemed to have fully, finally, and forever released and discharged all Released Persons from any and all claims, demands, rights, liabilities, or causes of action, whether known or unknown, related to, in connection with, or arising out of the facts asserted in the Complaint with respect to the Siding, which any member of the Settlement Class with an Eligible Claim had, has, or may have in the future (except as relating to the installation of Siding as set forth in Section 14.3), and further shall permanently bar and enjoin the Settlement Class Members with Eligible Claims from asserting such claims directly or indirectly against CertainTeed;
- d. Approve such award of attorneys' fees and expenses for Class Counsel and/or incentive payments to certain Named Plaintiffs as the Court may award;
- e. Provide that the form and manner of notice given to the Settlement Class Members fairly and adequately informed them of all material elements of this litigation and the proposed Settlement and constituted sufficient notice to the Settlement Class Members in accordance with Federal Rule of Civil Procedure 23 and Due Process requirements; and
- f. Reserve jurisdiction over consummation and performance of the Agreement and administration of the Agreement, and retain the authority to permanently bar and enjoin any actions in contravention of this Agreement.

13. EFFECTIVE DATE

13.1. This Agreement and the obligations of the parties under this Agreement shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

14. RELEASE

14.1. Upon the Court's entry of the Final Approval Order, all Settlement Class Members who have not properly and timely opted out of the Settlement Class pursuant to the terms of this Agreement shall be conclusively deemed to have released and forever discharged (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), on behalf of themselves and their agents (including homeowners' and condominium associations), heirs, executors and administrators, successors, attorneys, representatives, and assigns, the Released Persons from each and every claim of liability,

including relief under federal law or the law of any state, which arises out of the purchase, installation, and/or use of the Siding during the Class Period, including without limitation all claims or liability on account of or related to damage to, malfunction of, or failure of performance of the Siding which were alleged or could have been alleged in the complaints in this Litigation. Such release will not release the Released Persons from: (a) any obligations that CertainTeed has assumed under this Agreement; (b) any claims which do not arise from damage to, malfunction of, or failure of performance of the Siding; (c) any claim for damage to the back side of the wall plywood, structural sheathing or OSB, towards the interior of the property; (d) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; and (e) obligations incurred by CertainTeed in settlements it has made with Settlement Class Members prior to the Effective Date. The Releasing Parties expressly release all claims for penalties, consequential damages, punitive damages, exemplary damages, statutory damages, special damages, damages based upon a multiplication of compensatory damages, court costs, or attorneys' fees or expenses, which might otherwise have been made in connection with any claim relating to damage to the Siding itself.

14.2. This release includes all claims that the Settlement Class Members have or may hereafter discover including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally and forever settled and released any and all such claims, injuries, damages, or facts whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon

any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of different or additional facts. The Settlement Class Members shall be deemed by the operation of the Final Approval Order to have acknowledged that the foregoing waiver was separately bargained for and a key element of the settlement of which the releases herein are a part. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have related to matters arising from or in any way related to, connected with, or resulting from damage to, malfunction of, or failure of performance of the Siding.

14.3. The Releasing Parties specifically reserve any and all other claims and causes of action against any installers of the Siding, but only in their role as installers not sellers.

14.4. It is the intent of the Parties that no Releasing Party shall recover, directly or indirectly, any sums for claims released by operation of this Agreement from the Released Persons, other than the remedy received under this Agreement. Therefore, none of the Released Persons shall have any obligation to make any payments to any non-parties by way of contribution or indemnification or otherwise relating to the same Qualifying Damage for which a Releasing Party was eligible to receive a remedy under this Agreement.

- a. Releasing Parties agree that in any action brought by a Releasing Party against any non-party arising out of or related to the same damage that gave rise to the Releasing Party receiving a remedy under this Agreement, the Releasing Party agrees that he shall reduce or remit any judgment against the non-party by the percentage, amount, or share necessary under applicable law to fully discharge and relieve the Released Person of liability to the non-party for claims for contribution and indemnification, or otherwise.
- b. The Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Civil Code §§ 877 and 877.6 and comparable laws in other states, that the Parties shall cooperate fully in any effort of the Released Persons to establish such good faith settlement before any court (including, without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Releasee) and that all payments made under this Agreement relate to claims arising out of or related to the Siding.

- c. If notwithstanding the intention of the Parties expressed therein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties shall be deemed to have and do hereby transfer and assign to Released Persons all claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of this Section.
- d. Class Counsel shall cooperate with the Released Persons to ensure that the releases set forth in this Section are given their full force and effect and that Releasing Parties comply with their obligations set forth in this Agreement.

14.5. In the event that any Releasing Party seeks to invoke California Civil Code § 1542 which provides that “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor” (or any other like provision of law) in connection with the Siding, the Releasing Parties and each of them now expressly waive the provision of California Civil Code § 1542 (and all other like provisions of law) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties hereby does, and shall be deemed to, assume the risk that facts additional, different, or contrary to the facts, which each believes or understands to exist, may now exist or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect. Notwithstanding the general terms of the release, nothing in the release shall be construed to limit a state or governmental entity’s ability to bring, continue, obtain judgment in, or enforce judgment in a law enforcement action against CertainTeed when such action is based on or arises out of the events and circumstances that form the basis of this case.

15. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

15.1. Each and every Settlement Class Member who has not requested exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all releases).

15.2. This Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against CertainTeed arising from alleged damage to, malfunction of, or failure of performance of the Siding, and upon entry of the Final Judgment by the Court, each Settlement Class Member who has not opted out of the Class shall be barred from initiating, asserting, or prosecuting any such claims against CertainTeed.

15.3. Upon the entry of the Final Approval Order, each of the actions consolidated in this MDL Litigation will be dismissed with prejudice.

15.4. The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. In the event of a breach by CertainTeed or a Settlement Class Member under this Agreement, the Court may exercise all equitable powers over CertainTeed or such Settlement Class Member to enforce this Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

16. OTHER TERMS AND CONDITIONS

16.1. In the event that this Agreement does not become effective for any reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, or proceedings relating thereto, and the fact that the parties agreed to the Agreement, shall be without prejudice to the rights of the Plaintiffs or CertainTeed or any Settlement Class Member, shall not be used for any purpose

whatsoever in any subsequent proceeding in this action or in any other action in any court or tribunal, and shall not be construed as an admission or concession by any party of any fact, matter, or allegation. In the event that this Agreement does not become effective, the Plaintiffs, CertainTeed, and the Settlement Class Members shall be restored without prejudice to their respective positions as if the Agreement and any application for its approval by the Court had not been made or submitted. Notwithstanding the foregoing, in the event that the Court should refuse to approve any material part of this Agreement or the Exhibits thereto or if, on appeal, an appellate court fails to affirm the Judgment entered pursuant to this Agreement, then the parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Settlement as so amended. All amounts paid by CertainTeed under Section 4 shall be returned to CertainTeed except for the sums that were approved by the Court for the cost of Notice and the preliminary work of the Claims Administrator. Neither any award of an incentive payment to a Named Plaintiff in an amount less than that sought, nor an award of attorneys' fees, costs, and disbursements to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that causes the Agreement to become null and void pursuant to this section.

16.2. CertainTeed represents and warrants that: (a) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of CertainTeed; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind CertainTeed to its terms; and (d) this Agreement has been duly and validly executed and delivered by CertainTeed and constitutes its legal, valid, and binding obligation.

16.3. Plaintiffs, CertainTeed, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

16.4. The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

16.5. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to all members of the Settlement Class and their respective agents, heirs, executors, administrators, successors, or assigns.

16.6. This Agreement and its Exhibits constitute the entire agreement of the parties with respect to the subject matter thereof. The settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering this Agreement, no party is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits hereto. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by counsel for each of the parties to this Agreement.

16.7. All of the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of this Agreement.

16.8. The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

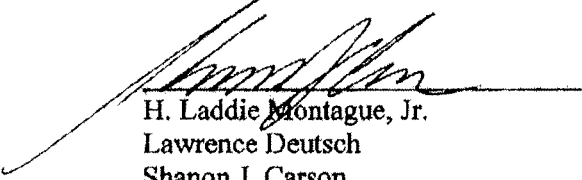
16.9. This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

16.10. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles whether set forth in rules, precedent, or case law.

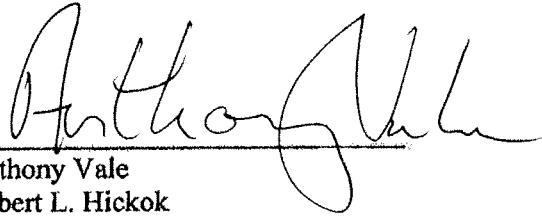
16.11. Any action or proceeding to construe or enforce this Agreement or to secure damages for its breach shall be brought in the Court.

16.12. Any headings, subheadings, or titles herein are used for purposes of convenience only and have no other legal force, meaning, or effect.

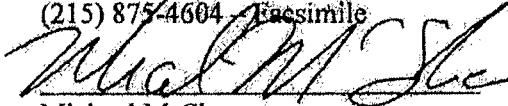
WHEREFORE, the undersigned have executed this Agreement on behalf of their clients
on the 30 day of September, 2013.



H. Laddie Montague, Jr.
Lawrence Deutsch
Shanon J. Carson
Berger & Montague, P.C.
1622 Locust Street
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Attorneys for Defendant

Attorneys for Plaintiffs

EXHIBIT

1

C E R T A I N T E E D F I B E R C E M E N T S I D I N G
C L A S S A C T I O N S E T T L E M E N T
C L A I M F O R M

INSTRUCTIONS

How to determine whether to submit this Claim Form for your claim.

- You should submit this claim form if you believe that your CertainTeed Fiber Cement Siding meets the criteria for Qualifying Damage set forth in the Settlement Agreement. The Settlement Agreement, including the criteria for determining eligibility for a remedy, can be found on the website, www.Certainteedfibercementsettlement.com. To find out if your Fiber Cement Siding meets the criteria for Qualifying Damage and for more information about whether you are eligible to file a claim, see the attached Notice or visit the website and access the “Claim Eligibility” tab, or call the Claims Administrator at (855) 332-3413.

Claim Form Due Date.

Claim Forms are due six years after the Effective Date. (But if you sold the house or other building, you must file within 180 days of the later of the Settlement’s Effective Date or the closing of your sale). Claim Forms postmarked (or if not mailed, received) after the due date will be denied, unless you request a Claim Form prior to the due date, but receive it after the due date, in which case you will be granted another 60 days to complete and return your Claims Package from the date when the form was mailed to you. A Claim Form received by the Claims Administrator will be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with these instructions. In all other cases, a Claim Form will be deemed to have been submitted when actually received by the Claims Administrator.

How to complete this Claim Form.

1. All questions *must* be answered. Please type or print your responses in ink. Use “N/A” when the question does not apply. You must respond to any request for additional information; if you fail to respond, your claim may not be processed, and you will forfeit important rights. The more complete the Claim Form, the more quickly your claim can be processed.

2. Please keep a personal copy of the Claim Form and all enclosures. **Do not submit your only copy of the supporting documents.** Materials submitted will not be returned. All copies of documentation submitted in support of this claim should be clear, legible, and complete.

3. To support your claim as requested in this form, please submit as many color photographs as necessary. Paper copies must be photo-quality color pictures; do not submit black-and-white photocopies. Photographs may also be submitted on CD or DVD labeled with your claim number.

4. Place the completed Standard Claim Form, and all the photographs and other supporting documentation, together in an envelope so they do not become damaged or lost. Then send the envelope to the following address:

CertainTeed Fiber Cement Siding
Claims Settlement Administrator
PO Box 2007
Chanhassen MN 55317-007

You may submit your Claim Form and enclosures via email to the following email address

[REDACTED]

Failure to provide any of the items listed above will delay the processing of your claim. If you have a question or need to contact the Claims Administrator, email [REDACTED], call (855) 332-3413, or write to the address above.

Please notify the Claims Administrator of any change of address that occurs after you submit your claim.

What to expect after you submit your Claim Form.

1. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation were delivered, please use a shipping method that provides delivery confirmation. You should be aware that it will take time to fully process all of the claims and to administer the settlement. This work will be completed as promptly as time permits, given the need to investigate and evaluate each Claim Form.

2. The Claims Administrator will evaluate all of the information and documentation that you submit in order to determine your eligibility for benefits under the settlement. The Claims Administrator will contact you to request additional information if the information you provided is insufficient to process your claim.

Please be assured that we are committed to processing your claim in a fair and timely manner. For additional information about the settlement, please visit www.Certainteedfibercementsettlement.com.

**CERTAINTEED FIBER CEMENT SIDING CLASS ACTION
SETTLEMENT CLAIM FORM**

Claim Number # _____

I. CLAIMANT INFORMATION

Name: _____ **Co-owner's Name:** _____

Current Address: _____
Street Address *Apt. Number*

City *State* *Zip Code*

Telephone: (____) _____ (____) _____ (____) _____
Daytime *Evening* *Cellular*

Fax: (____) _____ **Email:** _____

Co-owner's Current Address (If different from Claimant):

Street Address *Apt. Number*

City *State* *Zip Code*

If Claimant is other than an individual, state the name and capacity of the person completing this form
(Officer, Partner, etc.): _____

Do you consent to receive official information about the claim via email? _____
Yes No

**II. DESCRIPTION OF PROPERTY WHERE FIBER CEMENT SIDING IS
INSTALLED**

(Please Fill Out a Separate Copy of This Section For Each Property)

**STREET ADDRESS OF BUILDING WITH SIDING, IF DIFFERENT FROM CLAIMANT'S
ADDRESS (Do Not Use A Post Office Box):**

Street Address *Apt. Number*

City *State* *Zip Code*

Nearest cross street to property

NAME OF CURRENT OCCUPANT (If different from Claimant): _____

OWNERSHIP:

When did you acquire the property? _____ / _____
(month/year)

Do you currently own the Property? _____ Yes _____ No

If you now own the Property, you must provide the following proof of ownership:

1. _____ A copy of the property deed or dated property tax record showing that you are the owner of the Property (This may be available online through county property records); **and**
2. Any **one** of the following documents:
 - _____ a copy of the current Mortgage Statement;
 - _____ a copy of the current home insurance statement;
 - _____ a copy of a current utility bill; or
 - _____ a copy of the property deed (if not supplied for #1 above).

Enclosures Required: Check off and enclose checked documents for proof of ownership. The document must name all owners and provide the address of the property; a mailing address is not sufficient. Please do not send originals.

If you do not now own the Property:

When did you sell the property? _____ / _____
(month/year)

To whom did you sell the property? _____

Who owns the property now? _____

Has there been an assignment of the claims relating to the Siding? _____ / _____
Yes No

If yes, you must provide proof of the assignment with this claim form.

PROPERTY TYPE:

What type of property is the Siding installed on:

_____ Single-family residence _____ Apartment Building _____ Commercial

_____ Condominium _____ Duplex _____ Other/Describe

When was the building built? : _____

List the name of the development, neighborhood, or subdivision where the property is located:

OTHER CLAIMS

Did you or any prior owner ever make a warranty claim to CertainTeed regarding the Siding, before making this claim? _____

Yes No

If yes, provide your warranty claim number: # _____

When was the claim made? _____ / _____
(month/year)

Did CertainTeed send you a written offer to settle your claim? _____ / _____
Yes No

Have you signed a release with CertainTeed regarding your current claim? _____ / _____
Yes No

Was the property the subject of an insurance claim regarding the Siding? _____
Yes No

If yes, provide the insurance claim number: # _____

When was the claim made? _____ / _____
(month/year)

To whom was the claim made? _____

How much money was received? _____

III. INSTALLATION, CONDITION, AND IDENTIFICATION OF FIBER CEMENT SIDING

INSTALLATION:

What type of CertainTeed Fiber Cement Siding is installed on your building? _____

When was the Siding installed? _____ / _____
(month/year)

Indicate whether the Siding was installed during original construction of the structure or later, by checking one of the following:

- ___ Installed when structure was originally built
- ___ Installed later

Provide the name and address of the builder or contractor who installed the Siding.

Name: _____

Address: _____
Street Address

_____ City

_____ State

_____ Zip Code

AMOUNT OF SIDING INSTALLED ON PROPERTY

Total square feet of property _____
Total square feet of Siding on the property _____
Total square feet of Siding that is damaged _____
Total square feet of each structure on the property _____
Measurement of the footprint of the property _____
The number of stories the property has _____

Note: You may submit measurements for each wall to assist the Claims Administrator’s determination of the measurements. Claimants who do not provide such detailed measurements may not obtain review of the measurements by the Independent Claims Reviewer.

CONDITION OF THE SIDING

Describe your specific concern with the Siding and specify the areas of the siding where those concerns are manifested:

PHOTOGRAPHING THE DAMAGE

In addition, provide photographs using the measurement scale on this form. The scale is located on page **XX** of this form. The settlement defines Qualifying Damage in part by reference to the amount of shrinkage, delamination, cracking and warping or bowing. The shrinkage refers to the joint where the ends of two boards meet on a wall or where the board abuts or ends against a window frame, door frame or trim. Use the “3/16” scale mark to measure shrinkage at the point where boards meet. Use the “5/16” scale to measure shrinkage at places where windows, door or trim meet the boards. The “1/2” scale mark on this form should be used to measure the warping and buckling of the board. To photograph cracking or delamination you do not need to use the scale, but only take pictures of the cracked or delaminated portion of the siding.

The easiest way to see these scales is to hold the scale (or a photocopy of the scale) directly adjacent to the area of shrinking or warping/buckling and take a picture. If it helps, tape the scale to a firm surface, like a piece of cardboard. You can also use a ruler or any other clearly marked measuring device. You can ask a local contractor to assist you.

REPAIR/ REPLACEMENT HISTORY

Have you repaired or replaced your Siding? _____ / _____
Yes / No

If you answered yes, describe the repairs made below, including the date of repair:

You must provide credible evidence (a) that the siding that is the subject of the claim is CertainTeed Fiber Cement Siding; (b) of the quantity of Siding; (c) of the date of installation; and (d) that the Siding meets the criteria for Qualifying Damage under the Agreement.

*IMPORTANT: Each submitted document must be labeled with the assigned Claim Number and Claimant Name. Photographs must **also** be labeled to identify the area shown.*

PLEASE CHECK OFF EACH BOX BELOW TO INDICATE WHETHER YOU ARE ENCLOSING THE DOCUMENT(S) DESCRIBED BY THE LANGUAGE NEXT TO EACH BOX. YOU MAY HAVE DOCUMENTS THAT SATISFY MORE THAN ONE BOX; IF SO A SINGLE COPY OF THE DOCUMENT IS SUFFICIENT.

Documentation of product identification.

Acceptable documentation, would include reliable and contemporaneous documentary proof of purchase and installation of the Siding, such as an invoice from a third party and evidence of payment; or a prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that the Siding on the structure is CertainTeed Fiber Cement Siding. In some cases, photographs of the siding may be sufficient to establish that the Siding installed on the property is CertainTeed Fiber Cement Siding. Bids and estimates are **not** acceptable.

Documentation of date of installation.

Documentation that may show the date of installation would include: a dated invoice for installing the Siding from a third party; a certificate of occupancy or final building inspection; or a Building Permit. The Building Permit should be available by contacting your local township office. Bids and estimates from third parties for siding installation are **not** acceptable.

Documentation of quantity of Siding panels.

Acceptable documentation would be the original receipt showing the date and quantity of materials purchased, or the contractor's invoice at the time of application. Photographs of the building sufficient to establish the size of the area covered by Siding may be accepted if other documentation is not available.

Documentation of the condition of the Siding.

Please submit photographs in each category specified below.

In general, try to make sure that the photographs are sufficient to establish the condition of the Siding in sufficient detail and quality to allow the Claims Administrator to evaluate whether and how much of your Siding has Qualifying Damage under the Agreement, and to determine the nature and extent of any affected areas.

- Sufficient** photographs to show the entire structure (front and back) from the ground level, and from a distance sufficient to show the entire structure.
- A minimum of two** photographs of each wall of Siding showing the condition of the Siding. Such photographs should include close-up pictures of the problem.
- One** photograph showing the building number on the building or on a mailbox in front of the building.
- One or more** photographs showing a close-up of the problem.

INSPECTION

If the property must be inspected, do you wish to be present for the inspection? _____ / _____
Yes / No

If yes, please provide convenient times to call to schedule the inspection and the telephone numbers and email addresses that are best to use for scheduling:

IV. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (mandatory):

SUBMISSION TO JURISDICTION OF COURT. Claimant agrees to submit to the exclusive jurisdiction of the U. S. District Court for the Eastern District of Pennsylvania for all purposes associated with this Claim.

VERIFICATION OF CLAIM AND WARRANTY. Claimant represents and warrants that the information, enclosures, and supporting documentation submitted herewith are true, correct, and accurate. Claimant specifically warrants that Claimant is the rightful and only owner or assignee of the claim submitted and has not otherwise transferred or encumbered any right or interest in this Claim and/or right or entitlement arising from the settlement to any person.

RELEASE. I acknowledge the release set forth in the Settlement Agreement. In addition, in consideration of the benefits provided by the settlement, and subject to various paragraphs contained in the Agreement, I, on behalf of myself and my agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Persons as defined as CertainTeed Corporation and any of its subsidiaries, parent companies, successors, predecessors, affiliates, assigns or divisions, and any current or former officer, director, employee or shareholder of CertainTeed, and any person or entity that distributed the Siding. If the Siding remains on the structure when the structure is sold, I further agree to

advise the subsequent purchaser of the property of the remedy received and Release and make such other appropriate disclosure as may be required by applicable local, provincial, and state laws regarding the purchase and sale of the property. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

“Settled Claim” means each and every claim of liability, including relief under federal law or the law of any state, which arises out of the malfunction or failure of performance of Siding applied during the Class Period, including without limitation all claims or liability on account of or related to damage to Siding. It further includes all claims for penalties, consequential damages, punitive damages, exemplary damages, statutory damages, special damages, damages based upon a multiplication of compensatory damages, court costs, or attorneys’ fees or expenses, which might otherwise have been made in connection with any claim relating to damage to the Siding itself.

Settled Claim does not include: (1) any claims for damages to the interior part of a building beneath the house wrap (weather barrier) suffered on account of damage to the Siding; (2) any claims which do not arise from the Siding’s malfunction or failure of performance; (3) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; (4) claims against installers of the Siding in their role as installers rather than sellers; or (5) obligations incurred by CertainTeed in settlements it has made with class members prior to the Effective Date of the Agreement.

V. CERTIFICATION

All the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

All photographs I have supplied show images that are typical of the damage to the Siding for which I seek compensation.

This document is signed under penalties of perjury. By my signature below, I also authorize the Claims Administrator to verify the claim, including by retaining an inspector to inspect the Siding on the Property.

Signature of Owner

Date

**ACCURATE CLAIMS PROCESSING TAKES TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please check to make sure you have answered all of the questions on the Standard Claim Form.
2. Please sign the above release and certification.
3. Remember to enclose copies of all required supporting documentation.
4. Keep a copy of the completed Claim Form and supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please use a form of mailing that will provide you with a return receipt.

6. If you move, or if the Notice was sent to you at an old or incorrect address, please provide us with your new address.
7. If you have any questions concerning this Claim Form, contact the Claims Administrator by calling (855) 332-3413 or writing: Claims Administrator, PO Box 2007, Chanhassen MN 55317-007.

EXHIBIT

2(a)

NOTICE OF SETTLEMENT

For Qualifying Owners of Property On Which Certain Fiber Cement Siding Manufactured by
CertainTeed Corporation Is Installed

What Is The Litigation About? In this lawsuit, *In re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270*, filed in the United States District Court for the Eastern District of Pennsylvania, the Representative Plaintiffs (representatives of owners of buildings on which CertainTeed Fiber Cement Siding was installed prior to September 30, 2013) alleged that the CertainTeed Fiber Cement Siding is subject to shrinkage, warping, bowing, cracking and otherwise does not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations. In 2013, CertainTeed and the Representative Plaintiffs reached a proposed class action settlement to resolve this dispute, subject to the Court's approval. Further information about this lawsuit and related settlement is available in the Standard Long Form Notice, Settlement Agreement, and other documents located on the Settlement Website at www.certainteedfibercementsettlement.com.

What Siding Is The Subject Of This Lawsuit? The Siding that is the subject of this lawsuit (called Siding throughout this Notice) consists of CertainTeed Weatherboards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16" Trim installed on or before September 30, 2013. Siding installed after September 30, 2013 is not part of this Settlement. To find out if your Siding is CertainTeed Fiber Cement Siding and for more information about whether you are eligible to file a claim, access the "Claim Eligibility" tab on the website shown on this Notice, or call the Claims Administrator at (855) 332-3413.

Who Is Involved? To receive a remedy under this settlement, you must be a Settlement Class Member. You are a Settlement Class Member if:

as of September 30, 2013, you owned a home, residence, building or other structure located in the United States, on which the Siding was installed on or before September 30, 2013.

As a Settlement Class Member, you qualify for a remedy under this settlement only if you have an Eligible Claim. This means that your Siding has Qualifying Damage as defined in the Settlement Agreement AND the claim is not deemed ineligible for any other reason as set forth in the Agreement. You may also file a claim if you purchased a building on which the Siding was installed on or before September 30, 2013, the warranty states it is transferable, and the seller did not retain the right to make a claim. (If you owned such a building but sold it and retained the claim, you must file any claim within 180 days after the Effective Date of this Settlement Agreement or the settlement on the sale of the building).

What Are The Settlement Terms? In summary, CertainTeed will pay \$103.9 million to settle the Class Action. Settlement Class Members with Eligible Claims will receive a cash payment for the costs associated with replacement siding. The amount paid for an Eligible Claim will be determined based on a number of factors, including (1) the extent of the Qualifying Damage; (2) the proportion of the wall with Qualifying Damage; (3) the size of the wall; and (4) the length of time the Siding has been installed.

The attorneys will petition the Court for attorneys' fees plus reasonable expenses and costs. The amount of these fees and costs will be paid from the Settlement Fund, as will the cost of the notice to the class and claims administration.

If I Am A Member Of The Class, What Are My Legal Rights?

EXCLUDE YOURSELF. If you exclude yourself (or "opt out"), you are not eligible for any remedy under the Agreement. To opt out you must send a complete and timely Opt-Out Form to Class Counsel. For instructions on excluding yourself from the settlement, see the Long Form Notice. The deadline for excluding yourself is _____, 2013.

OBJECT. If you do not wish to exclude yourself from the settlement but you think some aspect of the proposed settlement is unfair, you can write to the Court about why you do not like the settlement. To do so, you must send a statement of your objection to the Court, Class Counsel, and CertainTeed. For instructions on objecting to the settlement, see the Long Form Notice. The deadline for objecting to the Settlement is _____, 2013.

APPEAR AT A HEARING. If you do not exclude yourself, you can ask to speak to the Court about the fairness of the settlement. The Court will hold a Final Approval Hearing to decide if the proposed settlement is fair, reasonable and adequate on _____, 2013. The Hearing will be held at _____ at the United States District Court for the Eastern District of Pennsylvania, Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106. You may, but need not, enter an appearance at the hearing through your own counsel, at your own expense. For instructions on appearing at the Final Approval Hearing, see the Long Form Notice. The deadline for filing paperwork that will allow you to appear at the hearing yourself or through counsel is _____, 2013.

SEND IN A CLAIM FORM. If you are a Settlement Class Member and your Siding appears to be damaged, send in a Claim Form. You will not receive a remedy if you do not submit a Claim Form.

DO NOTHING. If you do nothing, you will be bound by the terms of the settlement and give up your right to sue CertainTeed on these claims, even if you have objected to the Settlement, and even if you have other claims, lawsuits, or proceedings pending against CertainTeed involving alleged damage to the Siding during the class period. You will receive no payment if you fail to file a Claim Form by the due date, six years following the Effective Date of the Agreement (or sooner if you have sold the building).

How Do You Receive A Remedy Under This Settlement? To receive a remedy you must timely submit a Claim Form. All claims must be submitted within six years following the settlement's Effective Date (or sooner if you have sold the building).

For More Information On Your Rights Under The Proposed Settlement, Including Access To The Settlement Agreement, Long Form Notices, And Claim Forms, visit www.certainteedfibercementsettlement.com call (855) 332-3413 or write to CertainTeed FiberCement, Claims Administrator, P.O. Box 2007, Chanhassen MN 55317. PLEASE DO NOT CALL THE COURT.

EXHIBIT

2(b)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NOTICE OF SETTLEMENT

**For Qualifying Owners of Property on Which Certain Fiber Cement Siding Manufactured by
CertainTeed Corporation is Installed**

You Could Receive Cash Compensation Under a Class Action Settlement.

A U.S. federal court authorized this notice. It is not from a lawyer. You are not being sued.

- This settlement resolves a lawsuit over whether or not Fiber Cement Siding manufactured by the Defendant, CertainTeed Corporation on or before September 30, 2013 was defective and failed to perform as promised when installed on buildings located in the United States.
- CertainTeed will pay \$103.9 million to settle the Class Action if approved by the Court.
- You must file a Claim Form and have an Eligible Claim as defined in the Agreement in order to receive a remedy under the Agreement. You have six years from the Effective Date (see below) to file a Claim Form.
- *If you have CertainTeed Weatherboards™ Fiber Cement Siding installed on your property, your legal rights will be affected whether you act or don't act. Please read this Notice carefully.*

YOUR LEGAL RIGHTS AND CHOICES		DUE DATE
EXCLUDE YOURSELF	You are not entitled to recover anything from the Settlement. This is the only choice that will allow you to sue CertainTeed on your own about the claims discussed in this Notice.	[To be set by Court]
OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the Settlement	[To be set by Court]
APPEAR AT A HEARING	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	[To be set by Court]
SEND IN A CLAIM FORM	If your Siding appears to be damaged, send in a Claim Form. The deadline for submitting a Claim Form is six (6) years after the Effective Date of the Agreement. (If you sold the house, you must file within 180 days of the Settlement's Effective Date or the closing of your sale). You will not be eligible for a remedy under this Agreement if you do not submit a timely Claim Form.	See Questions 11-20 in this Notice.

DO NOTHING	You are bound by the terms of the Agreement and give up your right to sue CertainTeed on these claims later. You will not be eligible for a remedy under this Agreement if you fail to file a Claim Form by the deadline.	
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These rights and options—**and the deadline for each**—are explained in this Notice.

The Court in charge of this case has not yet decided whether or not to approve the settlement. No payments to Class Members will be made until after the Court approves the settlement and after any possible appeals are resolved.

BASIC INFORMATION

CertainTeed Corporation and representatives of owners of buildings on which the Siding had been installed reached a proposed class action settlement. The settlement is intended to resolve disputes between the parties about the performance of the Siding. This proposed class action settlement covers the entire United States.

1. What Siding is the subject of this lawsuit?

The Siding that is the subject of this lawsuit (called “Siding” throughout this Notice) is CertainTeed Weatherboards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim installed on or before September 30, 2013. Other companies also make fiber cement siding but this lawsuit involves only fiber cement siding made by CertainTeed.

2. Why did I get this Notice package?

The Court directed this Notice package to you because you may own a home or other property on which the Siding was installed. If so, you are likely to be a member of the proposed class. If you are a member of the proposed class, the proposed settlement will affect your rights. You have choices to make before the Court decides whether or not to approve the settlement.

This Notice package explains:

- What a class action lawsuit is.
- What this class action lawsuit is about.
- What your legal rights are.
- What the settlement involves.
- What the benefits are and who is eligible to get them.
- How to apply for the benefits.

3. What is a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue one or more Defendants on behalf of other people who have similar claims. A court decides whether any lawsuit may proceed as a class action and this court has not finally decided that the lawsuit may be certified as a class action. All these people

with claims, together, are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

4. What is this class action about?

The Representative Plaintiffs allege that the Siding is subject to shrinkage, warping, cracking, bowing, delamination and otherwise does not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations. The proposed settlement is intended to resolve this dispute. The Court has not decided in favor of either the Class or CertainTeed. The Court’s role in the settlement is to make sure it is a proper settlement that is fair, reasonable, and adequate for all class members.

The Court in charge of this lawsuit is the United States District Court for the Eastern District of Pennsylvania. The name of the lawsuit is *In re: CertainTeed Fiber Cement Siding Litigation*, MDL Docket No. 2270. The judge is the Honorable Thomas P. O’Neill.

5. Why is the class action being settled?

Rather than proceeding to litigate through a jury trial, both sides in the lawsuit have agreed to a settlement. That way, everyone avoids the cost and risk of a trial, and Settlement Class Members will be eligible to file a Claim Form to receive a more substantial remedy than that provided under CertainTeed’s limited warranty, if their Siding is defective.

WHO IS IN THE SETTLEMENT

6. How do I know if I’m part of the settlement?

To see if you are eligible for a remedy under this settlement, you first have to know if you are a Settlement Class Member. You are a Settlement Class Member if:

As of September 30, 2013, you owned a home, residence, building, or other structure in the United States, on which the Siding was installed on or before September 30, 2013.

If you are a Settlement Class Member, you are only eligible for a remedy under the Agreement if you have an Eligible Claim. Briefly, this means that your Siding exhibits Qualifying Damage pursuant to the criteria set forth in the Agreement. You may also file a claim if you purchased a building on which the Siding was installed on or before September 30, 2013, and the seller did not retain the right to make a claim.

If you owned a building on which the Siding was installed on or before September 30, 2013, but sold it, you may file a claim only if (a) the purchaser assigned that right to you in writing, AND (b) your claim package is postmarked no later than the later of 180 days after the Effective Date of the Settlement Agreement or the settlement on the sale of the building. You must submit the written assignment of the claim with your claim package.

7. Are there exceptions to being included in the Settlement?

You are *not* a Settlement Class Member even if the Siding was installed on your building if:

- You exclude yourself from this settlement.

- You previously filed a claim concerning your Siding in any court of law, and the claim was resolved with a final judgment or order, whether or not that judgment was favorable to you.
- You are a subsidiary, parent company, successor, assign, or controlling shareholder of CertainTeed.
- You are the Judge in this lawsuit or a member of the Judge's immediate family.

8. How do I know if I have the Siding described in Question 1 that is the subject of this lawsuit?

There are several ways to find out if you have the Siding:

- *Check your purchase or repair documents.* You may have receipts, warranties, bills of sales, or brochures from when you purchased or repaired your Siding. These documents may say that the Siding was installed on your property.
- *The contractor or company that installed or repaired your Siding* may know whether or not the Siding was installed.
- *See if you still have packaging material for the Siding.* The installer may have left a package of leftover Siding in your garage or basement and you may be able to identify it from the packaging.
- *Ask a contractor or builder.* An experienced contractor or builder may be able to tell by looking at your property whether you may have the Siding.
- *Go to the website, www.certainteedfibercementsettlement.com.* The settlement website includes further information and pictures of the Siding to help you identify it.

9. How do I qualify for a remedy under the Agreement ?

To qualify for a remedy, you must meet these criteria:

- Submit a completed and timely Claim Form.
- The Siding about which you are filing your claim must meet the definition of Qualifying Damage as set forth in the Agreement. Siding that shows certain shrinkage, warping, bowing, delamination and cracking, as defined in the Agreement, displays Qualifying Damage.
- The Qualifying Damage must occur prior to the end of the Claims Submission Period, which is six (6) years following the Effective Date of the Agreement. That date will be posted on the website after the Court gives final approval to the settlement.

THE SETTLEMENT BENEFITS - WHAT YOU GET

10. How does the settlement work?

CertainTeed will pay \$103.9 million to settle the Class Action lawsuit. A Settlement Class Member with an Eligible Claim will be offered a cash payment in accordance with the Agreement. The amount available to each

claimant is determined using the criteria described in the Settlement Agreement. Also, the amount payable to each claimant depends upon a number of factors such as (1) the extent of the Qualifying Damage; (2) how much of the siding on the wall has Qualifying Damage; (3) the size of the wall; and (4) the length of time the Siding has been installed.

Information about the payment available under the Agreement is supplied in answer to Questions 11 through 14 below. When you read the answers to those questions, keep in mind that compensation for eligible Claims is based in part on how long you have already been able to use the siding.

Date of Original Installation	Percent Payable
2013	80%
2012	76%
2011	72%
2010	68%
2009	64%
2008	60%
2007	56%
2006	52%
2005	48%
2004	44%
2003	40%
2002	36%
2001	32%
2000	28%
1999	24%

The amount paid to each Class Member will be determined by using the pricing provided by “RS Means,” which is a widely accepted cost estimator used in the construction/building industry. RS Means accounts for regional differences in costs for labor and materials. However, the cost of your claim can be closely estimated as follows:

The average cost of installing fiber cement siding a home in the United States is approximately \$500 per square (a “square” is 100 square feet of siding). Since the average home requires about 28 squares, the cost to re-side an average home is about \$14,000. An example of a recovery for a Class Member would be as follows: If two out of the four sides of an average size home built in 2006 had Qualifying Damage in excess of 5%, and each of the sides was of equal size, then one-half of the 28 squares, or 14 squares would need to be replaced.

According to the schedule set forth above, which reflects both a reduction for the number of years of service the homeowner received from the Siding, and the compromises inherent in the Settlement process, the claim would be valued at \$3,640 ((14 squares x \$500/square) multiplied by .52). The Claimant could receive more than this amount if there are excess funds at the end of the claims period. In fact, the maximum amount payable could ultimately be the full value of the claim without an adjustment, depending upon the claims rate. In order to help you decide if this settlement is right for you, you can also contact your local contractor, most of whom will give you a free estimate of the cost to replace your siding.

In order to ensure that all Claimants are treated equally during the six year claims period, all claims will be paid on a two-payment schedule. The first payment will be in the amount of 50% of the claim value (in the above example that would be \$1,820) as soon as the claim is administered. The second payment would be made at the end of the claims period, unless Class Counsel seeks approval from the Court to accelerate payments based on the claims rate.

If less than 5% of the siding on a single wall section has Qualifying Damage then the payment will be based on the actual number of boards or panels with damage. The siding material will be prorated based on the schedule in your warranty. All other costs associated with replacing the siding will be subject to the schedule set forth above.

If your siding was installed within the last two years, your SureStart warranty is likely still in force. If so, you must first make a claim with CertainTeed under the SureStart Warranty. However, if after making a claim with CertainTeed you believe you would have recovered more under this Settlement, then you can make a claim in this settlement too. If this Settlement would have provided you more, you will be paid the difference between what CertainTeed paid and what the Settlement provides.

The Settlement allows a class member to make more than one claim during the claims period, however, a Claimant cannot collect twice for the same wall section for which they previously received compensation.

Remember, this Notice is only a summary of important features. The Agreement, available on the website, www.certainteedfibercementsettlement.com, contains all the details about the settlement.

11. Making a Claim . . .

- (a) When should I submit my claim?

You can submit your claim any time up until the end of the Claims Submission Period, which is six (6) years after the Effective Date. (But if you sold the building, see Question 12 for a different deadline). The Effective Date will be posted on the website when it is known. However, it is estimated that the effective date will not occur before January 1, 2014.

- (b) What will I receive if, after all of the factors under the Settlement Agreement are applied, my claim is found to be valid?
- You will receive a cash payment calculated as described in Section 10 of this Notice and in the Settlement Agreement.

12. If I sold or transferred a building with Siding, but at that time I retained the right to make a claim for the Siding with a valid documented assignment when should I submit my claim?

Your Claims Package must be postmarked or otherwise received by the Claims Administrator no later 180 days after the later of (1) the Effective Date of the Settlement Agreement, or (2) the settlement on the sale of the property. You must submit a copy of the written assignment of the claim along with your Claims Package.

13. If I have already settled a warranty claim for the Siding with CertainTeed, may I receive any additional remedy under the settlement?

If you previously settled or resolved a warranty claim for all Siding prior to the Effective Date, you have no claim under this Agreement unless you have new Qualifying Damage. Claims or portions of claims that have been settled or resolved include: (i) claims or portions of claims that have been resolved with a final judgment or dismissal, whether or not favorable to the claimant; or (ii) claims or portions of claims that have been settled as evidenced by a written release of CertainTeed; or (iii) claims or portions of claims for which you have received compensation for replacement siding, such as by a check for Siding or labor that has been cashed; or (iv) claims or portions of claims for which you have received replacement material by redeeming a material authorization letter from CertainTeed.

14. What if I submitted a warranty claim for the Siding to CertainTeed, but never settled the claim with CertainTeed?

If you previously submitted a warranty claim to CertainTeed, received an offer from CertainTeed for the warranty claim, but have not yet accepted the offer, you should submit a Claim form and state in the Claim Form that you received such an offer. Your claim will be considered, but you still have to meet all of the criteria in the settlement, such as whether you have the Siding, whether it exhibits Qualifying Damage under the definition in the Agreement, and whether the Qualifying Damage was caused by a defect.

15. When is the Settlement's Effective Date?

For information about the Settlement's Effective Date, check the website, www.certainteedfibercementsettlement.com. The Effective Date will be the date of the Court's Order giving final approval to the settlement if there are no objections or appeals, but if there are objections or appeals the date will be later. When the date becomes known, it will be posted on the website.

16. Should I submit a claim form if I think I am a class member and my Siding appears to have damage, but the Siding was installed after September 30, 2013?

Do not submit a claim form if your Siding was installed after September 30, 2013. In this case, you are not a Settlement Class Member and have no claim under this Agreement. In that case, you may submit a claim directly to CertainTeed pursuant to the applicable limited warranty.

17. What happens if the settlement is not approved by the Court?

If the settlement is not approved at the Final Approval Hearing, then the settlement will terminate and all class members and Parties will be restored to the positions in which they were before the Agreement was signed.

HOW TO RECEIVE A REMEDY -- SUBMITTING A CLAIM FORM

18. How can I receive a remedy under the settlement?

To qualify for a remedy, you must fill out and submit a Claim Form demonstrating the damage to your Siding, and attach all of the documentation it requests. You can obtain a copy of the Claim Form by:

- calling this toll-free number: (855) 332-3413
- visiting the website, www.certainteedfibercementsettlement.com; or
- writing to: CertainTeed Fiber Cement Siding
Claims Settlement Administrator
PO Box 2007
Chanhassen, MN 55317-007

19. When will I receive my remedy?

On _____, ___, 2013, the Court will hold a hearing to decide whether or not to approve the settlement. If the Court approves the settlement, the Claims Administrator will begin reviewing each Claim Form submitted. Please note that there is often delay after a settlement like this is approved. For example, there may be appeals of the Court's order approving the settlement, and payments can't be made unless appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed and deemed eligible. The claims will generally be reviewed on a first-come, first-served basis.

20. What if the Claims Administrator denies my claim?

If you believe the Claims Administrator wrongly denied your claim, you can appeal to an Independent Claims Reviewer. You cannot appeal a denial based on fraudulent conduct or an untimely claim application. (However, you may challenge denial of a claim based on fraudulent conduct by presenting the matter to the Court). Your appeal must be filed with the Claims Administrator within 45 days of your receipt of notice of the denial.

YOUR RIGHTS - GETTING OUT OF THE SETTLEMENT

21. What if I don't want to be part of the settlement or the Settlement Class?

You do not have to take part in the settlement or be a Settlement Class Member. You can do what is called "excluding" yourself or "opting out." If you exclude yourself, you may not receive a remedy under the Agreement and you cannot object to the settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit about the Siding that you may have.

22. How do I exclude myself from the settlement?

To exclude yourself, you must send a timely and complete Opt-Out Form via first class mail to Class Counsel at any ONE of the following addresses:

AUDET & PARTNERS, LLP
Michael McShane, Esq.
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

BERGER & MONTAGUE, P.C.
H. Laddie Montague, Jr., Esq.
Shanon J. Carson, Esquire
1622 Locust Street
Philadelphia, PA 19103-6365

Deadline for Exclusion: Your request for exclusion from the settlement must be postmarked or personally delivered to class counsel listed above by _____, __, 2013. If you request exclusion by this date, and later wish to opt back into the settlement because you opted out in error, you must do so by _____, 2013.

If you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY FILE A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION ON MATTERS RESOLVED IN THIS SETTLEMENT. THIS IS TRUE:

- even if you have objected to the settlement;
- even if you are actively litigating a pending lawsuit regarding the Siding; and
- even if you sent in an exclusion request but sent it to an incorrect location.

23. If I exclude myself, can I receive a remedy under the Agreement or tell the Court that I don't think the settlement is fair?

No. If you exclude yourself, you cannot receive a remedy under the Agreement, and you cannot tell the Court that you don't like the settlement (which is called "objecting"). If you exclude yourself, you are no longer part of the Settlement Class, but you can sue or be part of a different lawsuit against CertainTeed about the claims in this case.

YOUR RIGHTS -- OBJECTING TO THE SETTLEMENT

24. How do I tell the Court if I don't like the settlement?

If you're a Settlement Class Member and don't exclude yourself, you can object to the settlement. This means you can tell the Court you don't like the settlement or some part of it. For example, you can say you don't think the settlement is fair or adequate. The Court will consider your views but may approve the settlement anyway.

To object, you or your lawyer must prepare a letter that contains all of the following:

- The name and title of the lawsuit, *In re: CertainTeed Fiber Cement Siding Litigation*, MDL Docket No. 2270;
- A written statement of objections clearly specifying the grounds or reasons for each objection;
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing;
- Your current address, telephone number, and email address, and that of your attorney, if any;
- The address of the property or properties affected by the settlement;
- The number of units of residential property or other structures at each address that you believe may contain the Siding; and
- Your signature *and* that of your attorney, if you have one.

Your objection letter must be sent to the Court, Class Counsel, and CertainTeed's counsel at the addresses below, and postmarked or received **no later than** _____, ____, **2013**. If you retain an attorney to object to the settlement, the attorney must file a notice of appearance and serve it on Class Counsel and CertainTeed's counsel no later than _____, **2013**.

The Court: Clerk of the Court
United States District Court for the Eastern District of Pennsylvania
Byrne Federal Courthouse
601 Market Street
Philadelphia, PA 19106-1797.

Class Counsel: AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

BERGER & MONTAGUE, P.C.
Shanon J. Carson, Esquire
H. Laddie Montague, Jr., Esquire
1622 Locust Street
Philadelphia, PA 19103

CertainTeed Corporation: PEPPER HAMILTON LLP
Robert L. Hickok, Esquire
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19102

25. What's the difference between objecting and excluding myself?

Objecting is the way to tell the Court what you don't like about the settlement. You can object only if you stay in the Settlement Class and the settlement.

Excluding yourself is the way to tell the Court that you don't want to be a part of the Settlement Class and the settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself, you can't object because the settlement doesn't affect you anymore.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you have the Siding on your building, all decisions made by the Court in this lawsuit or about the settlement will apply to you. If the Court approves the settlement, you will have released CertainTeed from any further claims against it about the issues settled in this lawsuit, and you can't ever sue CertainTeed again about these issues. This is true even if you do not send in a Claim Form for a remedy.

However, you will retain the right to make a claim under the Agreement until six years after the Effective Date. (There is a shorter deadline if you sold the building. See Question 12).

THE LAWYERS REPRESENTING YOU

27. Do I have a lawyer in this lawsuit?

The Court has designated the following lawyers to represent you and all Settlement Class Members. Together, these lawyers are called Lead Counsel. *You will not be charged for these lawyers.* The names and addresses of Lead Class Counsel are as follows:

Michael McShane
Audet and Partners LLP
221 Main Street
Suite 1460
San Francisco, CA 94105

Shanon J. Carson
H. Laddie Montague, Jr.
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103

28. How will the lawyers be paid?

The lawyers who represent the Settlement Class will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys' fees and costs based on their work in this litigation in an amount not to exceed \$18.5 million in attorneys' fees and \$500,000 in costs. The cost of notice and claims administration is estimated to be \$1.7 million. The costs of notice, claims administration, and attorneys' fees and costs will be paid from the Settlement Fund. The amount of attorneys' fees to be awarded will be determined solely by the Court. The amount of the award will in large part be based on the amount of time spent by the lawyers litigating this case since 2010. The Court must approve any requests for fees, expenses, and costs.

29. Will the Class Representatives who have worked with the lawyers receive any extra payment?

Yes. To compensate them for work in this litigation, the Class Representatives will be paid an incentive payment. The incentive payments must be approved by the Court and will likely be from \$2,500 to \$5,000 per Class Representative, depending upon the extent of a representative's involvement in the case. In no event will the funds payable to all Class Representatives exceed \$100,000.

THE COURT'S FINAL APPROVAL HEARING

30. When and where will the Court decide whether or not to approve the settlement?

The District Court will hold a Final Approval Hearing at 10:00 a.m. on _____, 2013. At this hearing, the Court will consider whether or not the settlement is fair and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

The Hearing will be held at: United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

31. Do I have to come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

32. Can I have my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the settlement?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Notice of Appearance and any written objections you may have are postmarked or received by the Court, CertainTeed, and Class Counsel by ____, 2013. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

33. Are more details about the settlement and my rights under the settlement available?

This Notice summarizes the settlement and your rights under the settlement. It cannot tell you every right to which you may be entitled. To obtain further information or advice about your legal rights, you may contact Class Counsel or consult a lawyer at your own expense.

More details about the terms of the settlement are set forth in the Agreement. If you have questions or want to know more about the settlement, you can call the Claims Administrator toll-free at (855) 332-3413, or write to: CertainTeed Claims Administrator, PO Box 2007, Chanhassen, MN 55317-007. You can also check the website, www.certainteedsidingsettlement.com. The website has a copy of the complete Agreement and other important documents and will be maintained to provide answers to frequently asked questions.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne Federal Courthouse, 601 Market Street, Philadelphia, PA 19106-1797.

EXHIBIT

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a. all individuals and entities who timely exercise their rights under Federal Rule of Civil Procedure 23 to opt out of this settlement;

b. all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant;

c. CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors; and

d. the Judge to whom this case is assigned and any member of the Judge's immediate family.

4. For purposes of the settlement of this case (and only for such purposes, and without adjudication on the merits), the Court makes the following findings:

a. The Settlement Class consists of thousands of owners of buildings on which CertainTeed Weatherboards Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16" Trim (the "Siding") was installed on or before September 30, 2013 and joinder of all members is impracticable;

b. There exist questions of fact and law common to the Settlement Class Members. All Settlement Class Members contend that the Siding is defective and allege breach of warranty, negligence, and unfair trade practices claims against CertainTeed;

c. The claims of the Named Plaintiffs are typical of the claims of the Settlement Class members;

d. The Named Plaintiffs and Lead Counsel will fairly and adequately protect the interests of the Settlement Class;

e. The questions of law or fact common to the Settlement Class Members, and which are relevant for settlement purposes, predominate over the questions affecting only individual Settlement Class members; and

f. Resolution of this Action in the manner proposed by the parties' Settlement Agreement is superior to other available methods for a fair and efficient adjudication of the action.

5. The Court appoints Plaintiffs Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, and Koreen Grube as the Class Representatives.

6. As previously ordered in Pretrial Order No. 1, dated May 11, 2011, the Court appoints Michael McShane of Audet & Partners, LLP and H. Laddie Montague, Jr. of Berger & Montague, P.C. as Co-Lead Counsel for the Settlement Class, and they shall serve as Lead Counsel in this Action.

7. The Court appoints BMC Group as the Notice Provider and Claims Administrator to provide notice to the Settlement Class, administer the Settlement Agreement, and perform the duties assigned to them as set forth in the Settlement Agreement, under the direction of Lead Counsel.

8. The Court hereby approves the form and content of the proposed Class Notices and Claim Form, and directs that notice of the proposed Settlement Agreement be provided to the Settlement Class in accordance with the provisions of the Settlement Agreement and notice plan.

9. A Settlement Class Member may opt out of the Settlement Class. To exercise this exclusion right, the Settlement Class Member must send a completed Opt-Out Form (attached as

Exhibit 6 to the Settlement Agreement). The request for exclusion must bear the signature of the Settlement Class Member (even if represented by counsel), provide his or her telephone number and email address (if one is available), state the address(es) of their property or properties that has or have the Siding installed, and specify the number of units of residential property or other structures at each address containing the Siding. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the exclusion request shall also be signed by the attorney who represents the Settlement Class Member. Such request must be postmarked or personally delivered within 60 days after the publication of the notice to be published pursuant to the Settlement Agreement. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid. Any Settlement Class Member who submits a timely request for exclusion shall not be permitted to object to the Settlement Agreement and shall not be entitled to a remedy under or be affected by the Settlement Agreement. Any Settlement Class Member who does not properly and timely request exclusion shall be included in the Settlement Class and shall be bound by any judgment entered in this Action.

10. Lead Counsel may contact persons who file exclusion requests, may challenge the timeliness and validity of any exclusion request, and may effect the withdrawal of any exclusion filed in error. The Court shall determine whether any contested opt outs are valid.

11. Within five (5) business days after the deadline to opt out, Lead Counsel shall:
(a) provide counsel for CertainTeed a list identifying each person who has requested exclusion from the Settlement Class and attaching copies of all such requests for exclusion; and (b) file with the Court a declaration listing all persons who have submitted timely requests for exclusion.

12. A Settlement Class Member may object to the Settlement by providing written notice of the objection via first class mail to the Court, Lead Counsel, and CertainTeed's counsel.

The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number or email address (if one is available), state the address(es) of their property or properties that contain the Siding, specify the number of units of residential property or other structures at each address containing the Siding, and state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member. Such request must be postmarked or personally delivered within 60 days after the publication of the notice to be published pursuant to the Settlement Agreement. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

13. Any attorneys hired by individual Settlement Class Members for the purpose of objecting to the proposed Settlement Agreement shall file with the Clerk of the Court and serve on Lead Counsel and CertainTeed's counsel a notice of appearance, no later than 10 days after the objecting Settlement Class Member provides their written notice of objection.

14. Any filings, objections, or appearances shall be filed and/or served with the Court, Lead Counsel, and counsel for CertainTeed, at the following addresses:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA
James A. Byrne Federal Courthouse
601 Market Street, Room 2609
Philadelphia, PA 19106-1797

PEPPER HAMILTON LLP
Robert L. Hickok, Esquire
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103

AUDET & PARTNERS, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

BERGER & MONTAGUE, P.C.
Shanon J. Carson, Esquire
1622 Locust Street
Philadelphia, PA 19103

15. No person shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreement or the Final Order and Judgment to be entered thereon except by filing and serving written objections in accordance with the provisions of this Order and the Settlement Agreement. Any Settlement Class Member who does not submit a timely, written objection or request for exclusion from the Settlement Class in compliance with the procedures set forth in this Order and the Settlement Agreement will be deemed to have waived such objections and will, therefore, be bound by all proceedings, orders, and judgments in this Action, which will be preclusive in all pending or future lawsuits or other proceedings.

16. All other motions and deadlines pending in this Action are hereby stayed.

17. A Final Approval Hearing is hereby set for _____, 2014, in Courtroom ____, United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106-1797, to determine whether the proposed Settlement Agreement is fair, reasonable and adequate, whether the proposed Settlement Class should be finally approved, and to consider any objections of Settlement Class Members, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and expenses and any service awards to the Class Representatives.

18. Prior to the Final Approval Hearing, Plaintiffs shall file a motion requesting that the Court grant final approval of the Settlement Agreement, approve the incentive awards, award attorneys' fees and costs, and that the Court enter an Order of Final Approval of

Settlement and Final Judgment of Dismissal consistent with the terms of the Settlement Agreement.

19. All persons are hereby preliminarily enjoined from filing, commencing, prosecuting or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class Members, if such other class action is based on or relates to the claims and causes of action, or the facts and circumstances relating thereto, in this Action. The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's jurisdiction over this action. The Court finds no bond is necessary for issuance of this injunction.

Dated: _____, 2013

Honorable Thomas N. O'Neill, Jr.
United States District Judge

EXHIBIT

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For immediate release:

**CertainTeed Corporation Settles Class Action Lawsuit
Regarding Fiber Cement Siding**

(____, 2013 — Valley Forge, Pa.) - CertainTeed Corporation and Counsel for the Plaintiffs in *In re: CertainTeed Fiber Cement Siding Litigation, MDL Docket No. 2270* (E.D. Pa), announced today that they have entered into an agreement to settle various class actions relating to fiber cement siding manufactured by CertainTeed Corporation and installed by Plaintiffs before September 30, 2013. Plaintiffs, who own properties with the siding installed, allege that the siding was defective. CertainTeed denies this allegation, but has agreed to the settlement to avoid the expense, inconvenience, and distraction of further protracted litigation and to fully resolve this matter.

The fiber cement siding in question (called “Siding” throughout this Notice) is CertainTeed Weatherboards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim installed before September 30, 2013. CertainTeed’s vinyl siding and polymer shake products are not involved in this litigation.

CertainTeed will pay \$103.9 million to fund the settlement. The settlement agreement provides a more substantial remedy for Siding with Qualifying Damage than is otherwise available to property owners under CertainTeed’s limited warranty. The remedy depends upon a number of factors such as (1) the extent of the Qualifying Damage; (2) the proportion of the wall with Qualifying Damage; (3) the size of the wall; (4) the length of time the Siding has been installed; and (5) whether the Qualifying Damage was caused by a third party or as a result of improper installation or storage. Owners whose Siding is still covered by SureStart Protection of their limited written warranty are not eligible for payments from this settlement, but may still submit claims to CertainTeed under the SureStart warranty provisions.

The agreement must be approved by a judge -- in this case, by United States District Court Judge Thomas P. O'Neill -- after a hearing which we expect to take place on _____ in Philadelphia, Pennsylvania concerning approval of the settlement.

People who own or owned buildings with CertainTeed Fiber Cement Siding and believe they may qualify for a remedy under this settlement can obtain additional information about the settlement by checking the website at www.certainteedfibercementsettlement.com; by calling 1 (855) 335-3413, or by writing to: CertainTeed Claims Administrator, PO Box 2007, Chanhassen, MN 55317-007.

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For Further Information:

For CertainTeed: Michael B. Loughery,
(610) 341-7328
mike.b.loughery@saint-gobain.com
www.certainteed.com/pressroom

For Class Plaintiffs: Michael McShane, Esquire
AUDET & PARTNERS, LLP
221 Main St. #1460
San Francisco, CA 94105
(415) 568-2555
mmeshane@audetlaw.com
www.audetlaw.com
OR

H. Laddie Montague, Jr., Esquire
Shanon J. Carson, Esquire
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103-6365
215-875-4656
scarson@bm.net
www.bergermontague.com

EXHIBIT

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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: CERTAINTeed FIBER CEMENT
SIDING LITIGATION**

MDL DOCKET NO. 2270

This Order relates to:

ALL CASES

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:
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**ORDER FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
AND ENTRY OF FINAL JUDGMENT**

AND NOW, this ____ day of _____, 2013, upon review and consideration of the Agreement and the exhibits annexed thereto, relating to the Litigation, the Final Approval Hearing held on ____, 2013, and after consideration of all of the pleadings, papers, and filings in this Litigation, and the presentations of counsel for both sides regarding the Agreement, and any objections to the Agreement, the Court finds as follows, using the terms as defined in the Agreement:

1. _____ Settlement Class Members have timely requested exclusion from the Settlement Class.
2. Class Counsel and Counsel for CertainTeed, after extensive factual investigation and discovery, have engaged in arms-length and protracted good faith negotiations, and these negotiations have resulted in the proposed settlement as set forth in the Agreement.
3. Class Counsel have represented to the Court that they believe this settlement to be fair, reasonable, and adequate.
4. _____ objections to the Agreement have been filed. The Court has considered and denied all filed objections.

5. With respect to persons whose Siding is covered by a CertainTeed warranty (usually persons who originally purchased the Siding), the warranty provides a two-year “SureStart” period, during which warranty holders are reimbursed for certain labor costs and Siding replacement costs should the Siding prove defective within the period specified in the limited warranty. Following the SureStart period, the limited warranty no longer covers any labor costs; it provides Siding replacement costs only, and the full replacement cost is discounted proportionately to account for the number of months of use the warranty holder has already received from the Siding. Plaintiffs contend that this compensation is insufficient when the Siding is defective. To resolve this dispute in light of the relevant facts and law, the Settlement provides enhanced relief to Settlement Class Members who are qualified to assert warranty claims when their Siding manifests Qualifying Damage prior to the expiration of the filing period.. The enhanced relief for such persons is set forth in Section 6 of the Settlement Agreement. Section 6 reasonably provides for payment for replacement boards for qualifying shrinkage or damage and payment for paint and labor costs in accordance with the proration schedules set forth in the Limited Warranty and the Agreement. CertainTeed has agreed to pay \$103.9 million, in installments, to fund the settlement.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. All terms in this Order have the same meaning ascribed to them in the Agreement, unless otherwise specified herein.

2. Pursuant to Federal Rule of Civil Procedure 23(e), the terms of the Agreement are hereby finally approved as a fair, reasonable, and adequate settlement of this Litigation in light of the factual, legal, practical, and procedural considerations raised by this Litigation.

3. Solely for the purpose of the settlement and pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, this Court hereby finally certifies the following class: all individuals and entities that owned, as of September 30, 2013 (the end of the class period) homes, residences, buildings, or other structures located in the United States, on which the Siding was installed on or before September 30, 2013. (“Siding” means CertainTeed Weatherboards Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16” Trim installed on or before September 30, 2013). Excluded from the Settlement Class are: (a) all individuals and entities who timely exercised their rights under Federal Rule of Civil Procedure 23 to opt out of this settlement; (b) all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant; (c) CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed’s legal representatives, assigns, and successors; and (d) the Judge to whom this case is assigned and any member of the Judge’s immediate family.

4. The Court confirms its appointment of the Named Plaintiffs as class representatives. They are: Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, Steven Weidmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, James Dibley, Patricia Swanson, Thomas Frank, Sherman Creek Condominium Association, and Koreen Grube.

5. The Court confirms its appointment of Michael McShane of Audet & Partners, LLP and H. Laddie Montague, Jr. of Berger & Montague, P.C. as Co-Lead Counsel. They shall serve as Class Counsel.

6. The Court finds that the Notices to the Class were provided to Settlement Class Members in this Litigation in compliance with the Court's Preliminary Approval Order and the Agreement, and was the best notice practicable under the circumstances and satisfies the requirements of Federal Rule of Civil Procedure 23, the Due Process Clause of the United States Constitution, and other applicable laws.

7. The Court further finds, in light of the current posture of this case, and after due consideration to the pleadings, papers, and full record in this Litigation, and the presentations of counsel, and after a Final Approval Hearing, that:

- (a) The class is so numerous that joinder of all members is impracticable;
- (b) There are questions of law or fact common to the class;
- (c) The claims of the Named Plaintiffs are typical of the claims of the class that the Named Plaintiffs seek to certify;
- (d) The Named Plaintiffs and Class Counsel will fairly and adequately protect the interest of the class;
- (e) The questions of law or fact common to members of the class, and which are relevant for settlement purposes, predominate over the questions affecting only individual members; and
- (f) Certification of the class is superior to other available methods for fair and efficient adjudication of the controversy.

8. All persons within the definition of the Settlement Class, other than those specifically excluded from the Settlement Class in Paragraph 1.1(hh) of the Agreement and those who have timely requested exclusion from the Settlement Class, are hereby determined to be the "Settlement Class Members."

9. The Agreement is approved and shall govern all issues regarding the settlement and the Agreement and all rights of the Parties, including Settlement Class Members. Each Settlement Class Member shall be bound by the terms and provisions of the Agreement, including the releases and covenants not to sue set forth in the Agreement, which are hereby incorporated by reference and become part of the Final Judgment in this Litigation.

10. All actions by Settlement Class Members in MDL Docket No. 2270 against CertainTeed are dismissed with prejudice with respect to any claims asserted in the Complaints by or on behalf of any Settlement Class Member concerning the Siding.

11. Upon entry of this Order, each and every Settlement Class Member, who has not properly opted out of the Settlement Class, is permanently barred from bringing, joining, or continuing to prosecute claims against the Released Persons, and shall be deemed to have completely released and forever discharged each of the Released Persons to the full extent provided in Section 13 of the Agreement.

12. All Settlement Class Members who have not timely requested exclusion from the Settlement Class are hereby enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation and/or the Release. In addition, all persons are hereby enjoined from filing, commencing, prosecuting or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class Members who have not timely requested exclusion from the Settlement Class, if such other class action is

based on or relates to the claims and causes of action, or the facts and circumstances relating thereto, in this Litigation and/or the Release. The Court finds that issuance of this injunction is necessary and appropriate in aid of the Court's jurisdiction over this Litigation. The Court finds no bond is necessary for issuance of this injunction.

13. Incentive awards pursuant to Section 8 of the Settlement Agreement are awarded to the following named Plaintiffs: Steve Clavette, Chad Epsen, Monique Orioux, Chris Thames, Gwen Weithaus, and Steve Wiedmeyer, Richard Tesoriero, Michael Patota, John Robards, Barbara Robards, James Dibley, Patricia Swanson, Thomas Frank, Sherman Creek Condominium Association, and Koreen Grube. The awards shall be paid from the Settlement Fund. The distribution of these fees shall be determined by Class Counsel and subject to Court approval.

14. The Court approves and awards \$_____ to Class Counsel for Attorney's Fees and \$ _____ as reimbursement for litigation expenses advanced by Class Counsel. Class Counsels' request for fees is reasonable in light of the significant time and expense Class Counsel invested in this litigation, and the risk faced by Class Counsel in litigating this action because of the vigorously contested allegations and complex issues of fact and law.

15. Consummation of the settlement shall proceed as described in the Agreement and the Court hereby retains jurisdiction of this matter in order to resolve any disputes which may arise in the implementation of the Agreement or the implementation of this Final Judgment and Order. The Court retains continuing and exclusive jurisdiction for purposes of supervising the implementation of the Agreement and to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. In the event of a breach by CertainTeed or a Settlement Class Member under this Agreement, the Court may exercise all

equitable powers over CertainTeed or such Class Member to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

16. Final judgment shall be entered as provided herein.

17. Neither the Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any released claim, or of any wrongdoing or liability of any Released Person, or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Person in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. CertainTeed may file the Agreement or this Final Approval in any other action that may be brought against it related to the Siding in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim.

18. In the event that the Agreement does not become effective, is terminated, or is disapproved by any appellate court, then the Court's certification of the Settlement Class shall be automatically vacated and this Final Approval Order shall be rendered null and void, and in such event, all orders entered and releases delivered in connection therewith shall be null and void.

BY THE COURT:

Dated _____, 2013

Thomas O'Neill, U.S.D.J.

EXHIBIT

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- Total stories of the structure _____
- Total square feet of Siding installed _____
- Total square feet of Siding damaged, if any _____
- (Attach additional pages, if necessary)

Name and Address of Attorney For Class Member Who Is Opting Out, If Any

Telephone Number

Email Address

Attorney Signature, If Any Attorney

EXHIBIT B



Overview

BMC Group Class Action Services provides comprehensive class action and mass tort consulting and settlement administration services. With experience dating back to the first MDL litigation in 1974, BMC Group Class Action Services is the oldest class action consulting practice in the United States — and we continue to pioneer developments in landmark consumer, mass tort/personal injury, and securities litigation settlements.

Our experts specialize in the collection, management, and analysis of data in complex settlements. BMC Group's engagements cover a full range of class action and mass tort litigation, including antitrust, building products, consumer fraud, racial and sexual discrimination, insurance, privacy, securities, and truth-in-lending litigation settlements. We administer settlements ranging in size from fewer than 100 class members to more than 40 million, including one of the largest mailed-notice campaigns in history. Clients include law firms, *Fortune* 500 companies, and agencies of the United States federal government.

Our Experience

Our consulting and settlement administration experience reaches back nearly four decades to MDL-10 (*In re Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs*). Since then, our experts have led the analysis of antitrust litigation (*In re Corrugated Container Antitrust Litigation*, MDL 310) and helped develop the current statistical models to determine the existence and impact of discrimination (*Rajender v. University of Minnesota*, No. 4-73-435 (D.Minn)). Since 1998, BMC Group has been retained by the Federal Trade Commission to provide expert consulting and administration services regarding the notice and disbursements in their settlements.

Earlier this year, BMC Group was awarded a ten-year contract by the Department of Justice for claims administration services (including restitution funds established under criminal investor fraud actions). After a thorough review of fourteen proposals, the Department of Justice determined that BMC Group's settlement administration services provided the best overall value, and specifically noted that in the investor fraud actions that we have administered for the Department of Justice, "BMC Group has produced high quality work products and has implemented thorough quality control processes."

Why BMC Group?

At BMC Group, we get the job done quickly, effectively, and efficiently. Our specialized processes, tools, and technologies allow us to reduce the time between the filing of claims and the distribution of settlement funds. All consulting services are performed in house, with nothing shipped to offshore third parties. This provides us with greater control over results and tighter data security. Clients also have the convenience of a single, fully dedicated point of contact within BMC Group.



Security and Privacy Considerations

BMC Group goes to great lengths to protect the confidentiality of the data maintained on behalf of our clients. We provide our clients with the highest standard of care to ensure the integrity of the class action settlement administration process, maintain the confidentiality of each settlement, and protect the rights of class members.

We meet the “high-water mark” of the varying regulatory requirements facing our clients. Exceeding the requirements of SAS 70, BMC Group is accredited under the Federal Information Security and Management Act to maintain critical and sensitive data regarding class members and potential claimants. In fact, the Federal agencies responsible for enforcing data privacy laws are counted among our clients. Regardless of a client’s compliance requirements, BMC Group will exceed their expectations.

Extensive Resources and World-Class Technology

BMC Group’s consulting services are based on a tested technology infrastructure that securely collects, manages, and distributes data. In addition to managing class action claims, our systems facilitate due diligence in confidential multibillion dollar mergers. We simultaneously provide access to attorneys across the country to review and approve claims, while also cooperating with the Federal Judiciary to issue orders and approve distributions in mass tort settlement.

Our operations center was built for processing large amounts of data. Consequently, we are able to efficiently and cost-effectively manage matters of any size – from less than 1,000 class members to more than 20 million. We have:

- Applications hosted in secure Tier III data centers and data archives that have been relied upon by law firms and major investment banks to manage documents and protect the confidentiality of data;
- Imaging and scanning facilities with a capacity of more than 100,000 pages/day
- Call-center capacity suitable for class sizes of up to 20 million class members (in a direct-mail capacity); and
- Inbound mail-processing center engineered for volumes that accompany class sizes of up to 20 million class members

Claims Administration



How does BMC Group ensure that each claimant receives the full amount to which they are entitled?

- BMC Group is a class action consulting firm with forty years of experience that is matched with a technology-focused parent company whose applications for collecting and sharing confidential information is unparalleled.
- BMC Group employs PMP-certified project managers to ensure that client requirements are defined and that claims are processed within proposed timelines.
- BMC Group has the only online claims system that has been reviewed, tested, and approved for use by the Federal Trade Commission – the agency tasked with enforcing the nation’s data privacy laws.
- BMC Group invented online claims filing, and our patent pending systems maintain security, validate claimant identity, and ensure a simple claims filing process.

Case Studies		
<p><i>EFS National Bank</i></p> <p>BMC Group worked with merchants to consolidate claims to reconcile their transaction information with the records maintained by the credit card processing firm. Personalized claim forms provided claimants with the value of their claims and the ability to sign off and accept administrator provided data.</p>	<p><i>Skechers</i></p> <p>BMC Group developed and hosted an online claim process where claimants had the ability to submit claims and to upload documentation where required. During the first week, more than 250,000 claims were received and validated.</p>	<p><i>Merrill Lynch Research Reports</i></p> <p>BMC Group developed and hosted a hybrid online claim process where claimants prepared claims with the assistance of an online guide and then submitted original copies. The process to resolve deficient claims allowed a claimant to review their claim online with verbose explanations regarding the deficiency and exemplar documents needed to correct problem claims.</p>



Online claims systems must function under large quantities of individuals submitting claims, defend against threats from malicious hackers, protect against fraud, and be available to claimants and clients no matter the contingency. The failure of these systems only invites complaints and public scrutiny.

Accordingly, the implementation of claims processes supporting a distribution fund rely as much on technical solutions as it does on settlement administration experience.

At BMC Group, we provide the best of both worlds. We are experts at developing online claims applications, preserving the confidentiality of data, and ensuring that systems are available to claimants no matter what the load – or threat. We are also the oldest settlement administrator in the country, with over 40 years of class action claims administration experience. Our marriage of technology and experience provides to clients an unparalleled ability to meet our client's needs for a seamless claims administration process.

A History of Innovation

BMC Group pioneered the use of the Internet in the administration of class action settlements in 1995 and was the inventor of online claims filing in class action settlements. Our patent pending systems maintain the confidentiality of data, validate claimant identity, and ensure a simple claims filing process.

Claims Submission

BMC Group recommends a combined paper/online claims process in which claims would be submitted in one of two ways:

- **Online Claims:** Claimants have the ability to prepare and submit a claim or confirm claim data using a secure online claims portal. Online claims preparation and submission are guided by pre-defined business rules that minimize deficient claims, reduce processing costs, and decrease total processing time.
- **Paper Claim Submission:** Claimant submits an original paper claim form (pre-populated with claimant data), including supporting documentation, via mail or other delivery method. This claim form is scanned and integrated into the claims administration database.

To ensure that our systems are always available and functioning, BMC Group's client and public facing applications are hosted in geographically redundant Tier III data centers. These are enterprise grade data centers with multiple redundancies and projected availability of 99.995% (equating to 24 minutes per year of unscheduled downtime).

BMC Group is a leading provider of class action and mass tort administration services. Our class action and mass tort services include pre-settlement consulting, claims management, legal notice, class communications, treasury management services, settlement fund distribution, and tax reporting services. BMC Group's tested and audited technical infrastructure protects the confidentiality of client data, and ensures that our systems are always online and available. Our clients are law firms, Fortune 500 companies, municipalities, and agencies of the United States federal government. With more than 200 professionals throughout North America, Europe, and Asia, BMC Group is committed to meeting the needs of each client and facilitating a unified settlement administration process.



Help Services



How do I know that BMC Group’s contact center is responsive and provides accurate information?

- BMC Group provides individuals with the help they need – when and how they need it:
 - Self-service options include Interactive Voice Response (IVR), social media, and online forums.
 - Agent-based help services include skills based routing to live agents, fax, and online assistant (email and chat).
- BMC Group prepares detailed staffing and scheduling plans tailored to the anticipated call volume.
- Callers are given the option to enter a phone number for a return call without losing their place in queue if hold times are over 30 seconds.
- BMC Group provides advanced call monitoring and recording to ensure that claimants are receiving accurate information and that service expectations are met.
- BMC Group conducts daily random quality control checks to ensure that information is conveyed clearly and correctly.

Case Studies		
<p><i>Sprint Benney/Lundberg Litigation</i></p> <p>BMC Group’s contact center supported bilingual class notice and claims administration process that involved mailing notices and claim forms to 45 million claimants.</p>	<p><i>Skechers</i></p> <p>In a recent settlement that received significant media attention, BMC Group’s contact center relied on IVR, live agents, email, and social media to provide bilingual support to more than 50,000 inquiries in the first 48 hours. BMC Group’s informational website had more than 16.5 million hits in 48 hours.</p>	<p><i>Foreign Language Support</i></p> <p>BMC Group has supported settlements in languages as common as Spanish and French, and as rare as Somali, Hmong, Inuit, and Inuktitut.</p>



Distribution funds can be supported by a variety of mechanisms to answer questions regarding the claims process and the distribution. These mechanisms include:

- A **toll free phone number** using either automated messages or live agents to answer calls from individuals. Based on VoIP technology, there is no practical limit to the number of calls that BMC group can simultaneously answer.
- An **informational website** that is designed to provide individuals with easy access to the details of the litigation.
- A dedicated, continuously monitored **email address**.

Service Levels

BMC Group's internal service goal is to meet or exceed the weekly "80/20" call-center standard of answering 80% of calls within 20 seconds. To achieve this, we review call-center performance in prior engagements and compare it to the specifics of each matter. Staffing levels are set as needed to make certain that service goals are met. Our experience in answering millions of calls ensures that callers' questions are answered quickly and appropriately.

Additionally, during peak volume periods, callers have the ability to leave a call back number and have their call returned by the first available agent. This ensures claimant questions are always answered quickly and to their satisfaction.

Call-Center Training and Applications

For each engagement, BMC Group develops client-approved computer-based scripts that provide call-center agents with on-line answers to all of the approved questions and answers. Questions not covered by the script can be immediately queued to our clients via a web portal.

Every call center agent receives training regarding BMC Group's applications, policies, and procedures. This training includes matter specific information as well as customer service oriented training to ensure that the answers to callers' questions are delivered in a conversational, plain-English manner. Call center agents are monitored and coached on an ongoing basis to ensure that consistent messages are delivered regarding each settlement.

BMC Group is a leading provider of class action and mass tort administration services. Our class action and mass tort services include pre-settlement consulting, claims management, legal notice, class communications, treasury management services, settlement fund distribution, and tax reporting services. BMC Group's tested and audited technical infrastructure protects the confidentiality of client data, and ensures that our systems are always online and available. Our clients are law firms, Fortune 500 companies, municipalities, and agencies of the United States federal government. With more than 200 professionals throughout North America, Europe, and Asia, BMC Group is committed to meeting the needs of each client and facilitating a unified settlement administration process.



Data Security



How does BMC Group protect the confidentiality and integrity of client data given its sensitive nature?

- BMC Group is compliant with the security requirements of the Federal Trade Commission and the Department of Justice. The security standards required in the Federal Information Security Management Act of 2002 (FISMA) **are even more stringent** than their private sector counterparts.
- **All BMC Group** personnel who have full access to client data have undergone comprehensive background checks for the Department of Justice and the Federal Trade Commission.
- BMC Group’s online claims systems are regularly scanned by the Department of Homeland Security to ensure data confidentiality.
- BMC Group’s systems are in compliance with PCI standards and undergo annual Federal information security testing and independent code level review and application scanning to ensure that your data remains confidential.

BMC Group goes to great lengths to protect the confidentiality of the data maintained on behalf of our clients and to ensure the integrity of the claims process and fund distribution.

Case Studies		
<p><i>In re RAL Litigation</i></p> <p>H&R Block retained BMC Group to develop, host and analyze a database containing 60 million tax return transactions, which included highly sensitive data such as name, address, and Social Security Numbers. This data was derived from multiple legacy systems in varying formats and was consolidated into a single database.</p>	<p><i>Secure Document Exchange</i></p> <p>BMC Group’s secure document/data hosting technology facilitated emergency efforts to infuse capital into quasi-governmental agencies that underwrite the US mortgage market. Had these data or documents been compromised, the stability of the United States economy would have been at risk.</p>	<p><i>Guidant MDL</i></p> <p>In the Guidant MDL, BMC Group’s global claims infrastructure managed a claims process where BMC Group, the PSC, and Defense Counsel worked within secure, encrypted workspaces to share confidential medical and legal information and to independently score and value claims.</p>



Because BMC Group's clients are Federal agencies responsible for enforcing data privacy laws, we provide the highest standard of care in protecting the accuracy and confidentiality of the information we collect and manage:

- We have adopted the more stringent Federal information security standards required in FISMA. Our comprehensive Federal System Test and Evaluation Report is even more detailed and thorough than your standard SAS 70 – and exceeds the requirements of the new SSAE 16 SOC 1/2 and ISO 27002 standards.
- Data for our clients is hosted in geographically redundant Tier III data centers subject to a SSAE 16 Type II SOC 1 audit.
- BMC Group's SAS70 report is being updated to reflect the new SSAE 16/SOC standards.
- BMC Group's data privacy protections and practices comply with U.S. Department of Commerce's "Safe Harbor" Privacy Principles.

Highlights of BMC Group's information security program include:

- An on-site 3,000 square foot enterprise grade Tier III data center.
- A comprehensive, written Information Security Plan designed to comply with applicable state and Federal laws and to ensure the confidentiality, integrity, and availability of client data.
- A dedicated information security team, including an Information Technology Security officer, with specific responsibility of implementing and overseeing the Information Security Plan.
- Periodic independent evaluations of the implementation of BMC Group's Information Security Plan, including:
 - Annual reviews by the Federal Trade Commission, the Department of Justice, and external auditors.
 - Information security audits from external clients such as ING.
- Regular monitoring and testing of the security of BMC Group's systems and applications including:
 - System vulnerability scanning and penetration testing to SSAE 16 and FISMA standards.
 - Independent code level review and scanning of applications to ensure confidentiality and PCI compliance.

Regulatory Considerations

BMC Group's systems and procedures substantially comply with the following regulatory schemes:

FISMA: Under FISMA, BMC Group is accredited to provide support for critical systems and programs for Federal agencies and offices. This accreditation is required to ensure the confidentiality, accuracy, and integrity of critical governmental data, and represents less than twenty percent of all systems maintained by the U.S. government. We undergo extensive independent audits and annual reviews of systems, processes, and facilities to ensure the confidentiality and integrity of our work product. These reviews include processes and controls that ensure the accuracy of our data and claims processing activities.



GLBA: For fourteen years, BMC Group has provided expert advice and consulting services to the Federal Trade Commission, the agency charged with enforcing the Gramm-Leach-Bliley Act. As a result, our facilities, processes, and systems comply with the requirements of GLBA regarding the protection of personal information.

HIPAA: To properly support mass tort and class action settlements involving insurance and medical devices, our facilities, processes, and systems comply with the requirements of HIPAA regarding the protection of personal health information.

Protecting Access to Data and Documents

Employees

All employees with high-level access to documents and data undergo a rigorous vetting and background check process. This review process includes a SF85/86 federal background investigation covering all arrest records, a review of an employee's permanent credit history, and the verification of an employee's address for the past ten years. Additionally, all key employee fingerprints are run through the National Crime Information Center via the Federal Bureau of Investigation.

Facility

Our claims processing occurs within a secure facility with key card access restricted areas, and video monitoring of important locations and operations, including entrances, and document scanning, document storage, and check production areas. Video surveillance captures every printed check and all accessed source data and documents.

Data Security: Protecting Client Data

Internal Controls

In performing annual security testing and compliance review, auditors test BMC Group's settlement administration applications and technology infrastructure to validate BMC Group's internal controls meet their data security objectives.

The following summarizes many aspects of these controls – which include system monitoring, access control, transaction security, virus protection, physical access control, data transmission, application and data backups, and data security. Full copies of BMC Group's System and Physical Security Plan are available upon request.

System Monitoring

Continual system monitoring is necessary to identify system vulnerabilities, as well as detect unauthorized attempts to gain access to systems. A network-based intrusion detection system continuously monitors and identifies attempted security breaches. Documented procedures help BMC Group respond to and gather appropriate evidence regarding any security concerns. We also conduct regular threat and vulnerability testing on servers, firewalls, routers and other critical systems to proactively uncover any potential vulnerabilities before they can be exploited.



Access Control

Only properly authorized clients and employees are able to access BMC Group's applications and data. BMC Group has implemented policies, procedures and technologies to properly authorize online access to BMC Group applications and claimant data, authenticate users, and appropriately limit access rights. BMC Group's application requires active authenticated sessions for all users to grant access, with roles and permissions within the application creating a highly granular authorization scheme. We maintain a layered approach to security for production servers that includes perimeter security using routers, firewalls and virtual local area networks (VLANs), which enable them to limit access to applications and data to authorized users.

Physical Access Control

BMC Group has extensive controls that enable only authorized personnel to physically access data centers that host BMC Group servers and sensitive claimant data. An automated access control system monitors and controls access to the buildings, data centers and production centers. Employee, visitor and contractor access is limited using electronic badge readers.

Application and Data Back-Ups

Regular backups ensure the integrity and availability of claimant data is entrusted to the BMC Group application. A real-time snapshot of BMC Group client data is copied on a nightly basis. Daily backups are couriered offsite by Iron Mountain.

System Availability

The data center facilities are protected from natural disasters using fire suppression and power management devices, and the hardware operates optimally through proper monitoring of the facilities' environment. There are also documented procedures for responding to fire alarms as well as failures to power, generators, uninterruptible power supplies (UPS), power distribution units (PDUs) and heating, ventilation and air-conditioning (HVAC) systems.

BMC Group is a leading provider of class action and mass tort administration services. Our class action and mass tort services include pre-settlement consulting, claims management, legal notice, class communications, treasury management services, settlement fund distribution, and tax reporting services. BMC Group's tested and audited technical infrastructure protects the confidentiality of client data, and ensures that our systems are always online and available. Our clients are law firms, Fortune 500 companies, municipalities, and agencies of the United States federal government. With more than 200 professionals throughout North America, Europe, and Asia, BMC Group is committed to meeting the needs of each client and facilitating a unified settlement administration process.



BMC Group Class Action Services
Partial List of Legal Notification and Settlement Administration Experience

Antitrust

All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.
 08-CV-1816 (E.D. NY)

In re Aftermarket Filters Antitrust Litigation
 No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)

In re Aftermarket Filters Antitrust Litigation
 No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)

In Re: Aluminum Phosphide Antitrust Litigation
 Case No. 93-cv-2452 (D. Kan.)

In Re: Beef Antitrust Litigation
 MDL No. 248 (N.D. Tex.)

In Re: Bromine Antitrust Litigation
 MDL No. 1310 (S.D. Ind.)

In Re: Industrial Silicon Antitrust Litigation
 Case No. 95-cv-2104 (W.D. Pa.)

In Re: Workers Compensation Insurance Antitrust Litigation
 Case No. 4:85-cv-1166 (D. Minn.)

Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.
 Case No. 91-cv-627 (S.D. Tex.)

Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.
 Case No. 03-cv-203796-1 (Spokane County, Wash.)

Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.
 Case No. 7:00-cv-123-BR(1) (E.D. S.C.)

Business

Afton House Corp. v. Genesco, Inc.
 Case No. 4:75-cv-271 (D. Minn.)

American Golf Schools, LLC, et al. v. EFS National Bank, et al.
 Case No. 00-cv-005208 (D. Tenn.)

AVR, Inc. and Amidon Graphics v. Churchill Truck Lines
 Case No. 4:96-cv-401 (D. Minn.)

Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.
 Case No. 06-CC-00137 (Orange County, Cal.)

F.T.C. v. Ameritel Payphone Distributors
 Case No. 00-cv-514 (S.D. Fla.)

BMC Group Class Action Services
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Business	<i>F.T.C. v. Datacom Marketing, Inc.</i> Case No. 06-cv-2574 (N.D. Ill.)
	<i>F.T.C. v. Davison & Associates, Inc.</i> Case No. 97-cv-01278 (W.D. Pa.)
	<i>F.T.C. v. Fidelity ATM, Inc.</i> Case No. 06-cv-81101 (S.D. Fla.)
	<i>F.T.C. v. Financial Resources Unlimited, Inc.</i> Case No. 03-cv-8864 (N.D. Ill.)
	<i>F.T.C. v. First American Payment Processing Inc.</i> Case No. 04-cv-0074 (D. Ariz.)
	<i>F.T.C. v. Group C Marketing, Inc.</i> Case No. 06-cv-6019 (C.D. Cal.)
	<i>F.T.C. v. Jordan Ashley, Inc.</i> Case No. 09-cv-23507 (S.D. Fla.)
	<i>F.T.C. v. Medical Billers Network, Inc.</i> Case No. 05-cv-2014 (S.D. N.Y.)
	<i>F.T.C. v. Minuteman Press Int'l</i> Case No. 93-cv-2496 (E.D. N.Y.)
	<i>F.T.C. v. Netfran Development Corp</i> Case No. 05-cv-22223 (S.D. Fla.)
	<i>F.T.C. v. USA Beverages, Inc</i> Case No. 05-cv-61682 (S.D. Fla.)
	<i>F.T.C. v. USA Beverages, Inc.</i> Case No. 05-cv-61682 (S.D. Fla.)
	<i>Garcia, et al. v. Allergan, Inc.</i> 11-CV-9811 (C.D. CA)
	<i>Physicians of Winter Haven LLC v. STERIS Corp.</i> Case No. 1:10-cv-00264 (N.D. Ohio)
	<i>Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, e</i> Case No. 96-cv-59 (D. N.D.)
	<i>United States of America v. \$1,802,651.56 in Funds Seized from E-Bulli</i> Case No. 09-cv-01731 (C.D. Cal.)

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Business	<i>Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., e</i> Case No. 08-cv-01363 (E.D. La.)
Civil Rights	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i> Case No. 00-cv-1246 (E.D. La.)
	<i>Garcia, et al v. Metro Gang Strike Force, et al.</i> Case No. 09-cv-01996 (D. Minn.)
	<i>Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron</i> 3:07-cv-30049 (S.D. Mass.)
	<i>McCain, et al. v. Bloomberg, et al.</i> Case No. 41023/83 (New York)
	<i>Nancy Zamarron, et al. v. City of Siloam Springs, et al.</i> Case No. 08-cv-5166 (W.D. Ark.)
	<i>Nathan Tyler, et al. v. Suffolk County, et al.</i> Case No. 1:06-cv-11354 (S.D. Mass.)
	<i>Nilsen v. York County</i> Case No. 02-cv-212 (D. Me.)
	<i>Richard S. Souza et al. v. Sheriff Thomas M. Hodgson</i> 2002-0870 BRCV (Superior Ct., Mass.)
	<i>Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.</i> Case No. 02-cv-0450-C (W.D. Wisc.)
Consumer	<i>Andrew J. Hudak, et al. v. United Companies Lending Corporation</i> Case No. 334659 (Cuyahoga County, Ohio)
	<i>Angela Doss, et al. v. Glenn Daniels Corporation</i> Case No. 02-cv-0787 (E.D. Ill.)
	<i>Anthony Talalai, et al. v. Cooper Tire & Rubber Company</i> Case No. L-008830-00-MT (Middlesex County, NJ)
	<i>Ballard, et al. v. A A Check Cashiers, Inc., et al.</i> Case No. 01-cv-351 (Washingotn County, Ark.)
	<i>Belinda Peterson, et al. v. H & R Block Tax Services, Inc.</i> Case No. 95-CH-2389 (Cook County, Ill.)
	<i>Carideo et al. v. Dell, Inc.</i> Case No. 06-cv-1772 (W.D. Wash.)

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Consumer

Carnegie v. Household International, Inc.
 No. 98-C-2178 (N.D. Ill.)

Clair Loewy v. Live Nation Worldwide Inc.
 Case No. 11-cv-04872 (N.D. Ill.)

Covey, et al. v. American Safety Council, Inc.
 2010-CA-009781-0 (Orange County, FL)

Cummins, et al. v. H&R Block, et al.
 Case No. 03-C-134 (Kanawha County, W.V.)

David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC
 No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)

Don C. Lundell, et al. v. Dell, Inc.
 Case No. 05-cv-03970 (N.D. Cal.)

Duffy v. Security Pacific Automotive Financial Services Corp., et al.
 Case No. 3:93-cv-00729 (S.D. Cal.)

Edward Hawley, et al. v. American Pioneer Title Insurance Company
 No. CA CE 03-016234 (Broward County, Fla.)

F.T.C. and The People of the State of New York v. UrbanQ
 Case No. 03-cv-33147 (E.D. N.Y.)

F.T.C. v. 1st Beneficial Credit Services LLC
 Case No. 02-cv-1591 (N.D. Ohio)

F.T.C. v. 9094-5114 Quebec, Inc.
 Case No. 03-cv-7486 (N.D. Ill.)

F.T.C. v. Ace Group, Inc.
 Case No. 08-cv-61686 (S.D. Fla.)

F.T.C. v. Affordable Media LLC
 Case No. 98-cv-669 (D. Nev.)

F.T.C. v. AmeraPress, Inc.
 Case No. 98-cv-0143 (N.D. Tex.)

F.T.C. v. American Bartending Institute, Inc., et al.
 Case No. 05-cv-5261 (C.D. Cal.)

F.T.C. v. American International Travel Services Inc.
 Case No. 99-cv-6943 (S.D. Fla.)

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F.T.C. v. Bigsmart.com, L.L.C., et al.
Case No. 01-cv-466 (D. Ariz.)

F.T.C. v. Call Center Express Corp.
Case No. 04-cv-22289 (S.D. Fla.)

F.T.C. v. Capital Acquisitions and Management Corp.
Case No. 04-cv-50147 (N.D. Ill.)

F.T.C. v. Capital City Mortgage Corp.
Case No. 98-cv-00237 (D. D.C.)

F.T.C. v. Certified Merchant Services, Ltd., et al.
Case No. 4:02-cv-44 (E.D. Tex.)

F.T.C. v. Check Inforcement
Case No. 03-cv-2115 (D. N.J.)

F.T.C. v. Chierico et al.
Case No. 96-cv-1754 (S.D. Fla.)

F.T.C. v. Clickformail.com, Inc.
Case No. 03-cv-3033 (N.D. Ill.)

F.T.C. v. Consumer Credit Services
Case No. 96-cv-1990 (S.D. N.Y.)

F.T.C. v. Consumer Direct Enterprises, LLC.
Case No. 07-cv-479 (D. Nev.)

F.T.C. v. Debt Management Foundation Services, Inc.
Case No. 04-cv-1674 (M.D. Fla.)

F.T.C. v. Digital Enterprises, Inc.
Case No. 06-cv-4923 (C.D. Cal.)

F.T.C. v. Dillon Sherif
Case No. 02-cv-00294 (W.D. Wash.)

F.T.C. v. Discovery Rental, Inc., et al.
Case No: 6:00-cv-1057 (M.D. of Fla.)

F.T.C. v. EdebitPay, LLC.
Case No. 07-cv-4880 (C.D. Cal.)

F.T.C. v. Electronic Financial Group, Inc.
Case No. 03-cv-211 (W.D. Tex.)

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Consumer*F.T.C. v. Eureka Solutions*

Case No. 97-cv-1280 (W.D. Pa.)

F.T.C. v. Federal Data Services, Inc., et al.

Case No. 00-cv-6462 (S.D. Fla.)

F.T.C. v. Financial Advisors & Associates, Inc.

Case No. 08-cv-00907 (M.D. Fla.)

F.T.C. v. First Alliance Mortgage Co.

Case No. 00-cv-964 (C.D. Cal.)

F.T.C. v. First Capital Consumer Membership Services Inc., et al.

Case No. 1:00-cv-00905 (W.D. N.Y.)

F.T.C. v. First Capital Consumers Group, et al.

Case No. 02-cv-7456 (N.D. Ill.)

F.T.C. v. Franklin Credit Services, Inc.

Case No. 98-cv-7375 (S.D. Fla.)

F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et

Case No. 03-cv-023031 (D. D.C.)

F.T.C. v. Granite Mortgage, LLC

Case No. 99-cv-289 (E.D. Ky.)

F.T.C. v. ICR Services, Inc.

Case No. 03-cv-5532 (N.D. Ill.)

F.T.C. v. iMall, Inc. et al.

Case No. 99-cv-03650 (C.D. Cal.)

F.T.C. v. Ira Smolev, et al.

Case No. 01-cv-8922 (S.D. Fla.)

F.T.C. v. Jeffrey L. Landers

Case No. 00-cv-1582 (N.D. Ga.)

F.T.C. v. Jewelway International, Inc.

Case No. 97-cv-383 (D. Ariz.)

F.T.C. v. Komaco International, Inc., et al.

Case No. 02-cv-04566 (C.D. Cal.)

F.T.C. v. LAP Financial Services, Inc.

Case No. 3:99-cv-496 (W.D. Ky.)

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Consumer

F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.
Case No. 00-cv-1131 (S.D. N.Y.)

F.T.C. v. Mercantile Mortgage
Case No. 02-cv-5078 (N.D. Ill.)

F.T.C. v. Meridian Capital Management
Case No. 96-cv-63 (D. Nev.)

F.T.C. v. NAGG Secured Investments
Case No. 00-cv-02080 (W.D. Wash.)

F.T.C. v. National Consumer Council, Inc., et al.
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F.T.C. v. Platinum Universal, LLC
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F.T.C. v. Raymond Urso
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F.T.C. v. Robert S. Dolgin
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F.T.C. v. Think Achievement Corp.
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F.T.C. v. Verity International, Ltd., et al.
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Shepherd, et al. v. Volvo Finance North America, Inc., et al.
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Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.
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William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.
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Alice Williams, et a. v. H&R Block Enterprises
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Beasley, et al. v. GC Services LP
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Colella v. Chicago Title Insur. Co., et al.
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BMC Group Class Action Services
Partial List of Legal Notification and Settlement Administration Experience

Securities

In Re: EVCI Career Colleges Holding Corp Securities Litigation
 Case No. 05-cv-10240 (S.D. N.Y.)

In Re: Flight Transportation
 MDL No. 517 (D. Minn.)

In Re: Hennepin County 1986 Recycling Bond Litigation
 Cas No. 92-cv-22272 (D. Minn.)

In Re: McCleodUSA Incorporated Securities Litigation
 Case No. 02-cv-0001 (N.D. Iowa)

In Re: McKesson HBOC, Inc. Securities Litigation
 Case No. 99-cv-20743 (N.D. Cal.)

In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation
 07-cv-9633 (S.D. NY)

In Re: Merrill Lynch Research Reports Securities Litigation
 Case No. 02-md-1484 (S.D. N.Y.)

In Re: Micro Component Technology, Inc. Securities Litigation
 Case No. 4:94-cv-346 (D. Minn.)

In Re: Novastar Financial, Inc. Securities Litigation
 Case No. 04-cv-0330 (W.D. Mo.)

In Re: OCA, Inc. Securities and Derivative Litigation
 Case No. 05-cv-2165 (E.D. La.)

In Re: Raytheon Company Securities Litigation
 Case No. 99-cv-12142 (D. Mass.)

In Re: Reliance Group Holdings, Inc. Securities Litigation
 Case No. 00-cv-4653 (S.D. N.Y.)

In Re: Retek Inc Securities Litigation
 Case No. 02-cv-4209 (D. Minn.)

In Re: Salomon Analyst Metromedia Litigation
 Case No. 02-cv-7966 (S.D. N.Y.)

In Re: Scimed Life Systems, Inc. Shareholders Litigation
 Case No. 94-mc-17640 (D. Minn.)

In Re: Sourcecorp Securities Litigation
 Case No. 04-cv-02351 (N.D. Tex.)

BMC Group Class Action Services
Partial List of Legal Notification and Settlement Administration Experience

Securities

In Re: SS&C Technologies, Inc. Shareholders Litigation
 Case No. 05-cv-1525 (D. Del.)

In Re: Taxable Municipal Bond Securities Litigation
 MDL 863 (E.D. La.)

In Re: Tellium Inc Securities Litigation
 Case No. 02-cv-5878 (D. N.J.)

In Re: The Sportsman's Guide, Inc. Litigation
 Case No. 06-cv-7903 (D. Minn.)

In Re: Tonka Corporation Securities Litigation
 Case No. 4:90-cv-002 (D. Minn.)

In Re: Tonka II Securities Litigation
 Case No. 3:90-cv-318 (D. Minn.)

In Re: Tricord Systems, Inc. Securities Litigation
 Case No. 3:94-cv-746 (D. Minn.)

In Re: VistaCare, Inc. Securities Litigation
 Case No. 04-cv-1661 (D. Ariz.)

In Re: Williams Securities Litigation
 Case No. 02-cv-72(N.D. Okla.)

In Re: Xcel Energy, Inc. Securities Litigation
 Case No. 02-cv-2677 (D. Minn.)

In Re: Xcelera.Com Securities Litigation
 Case No. 00-cv-11649 (D. Mass.)

In Re: Xybernaut Corp. Securities MDL Litigation
 Case No. 05-mdl-1705 (E.D. Va.)

Ivy Shipp, et al. v. Nationsbank Corp.
 19,002 (TX 12th Jud Dist)

Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.
 Case No. 3:93-cv-714 (D. Minn.)

Lewis H. Biben, et al. v. Harold E. Card, et al.
 Case No. 84-cv-0884 (W.D. Mo.)

Lori Miller, et al. v. Titan Value Equities Group Inc., et al.
 Case No. 94-mc-106432 (D. Minn.)

BMC Group Class Action Services
Partial List of Legal Notification and Settlement Administration Experience

Securities	<p><i>Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.</i> 02-C-4356 (N.D. IL)</p> <p><i>Montoya, et al. v. Mamma.com, Inc., et al.</i> Case No. 1:05-cv-02313 (S.D. N.Y.)</p>
	<p><i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp</i> Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)</p> <p><i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i> No. 07-CI-10761, (Jefferson County, KY)</p>
	<p><i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i> No. 07-CI-10761, (Jefferson County, KY)</p> <p><i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i> Case No. 01-2-00751-8 (Island County, Wash.)</p>
	<p><i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i> Case No. 08-cv-0872 (Montgomery County, Ohio)</p> <p><i>Svenningsen, et al. v. Piper Jaffray & Hopwood, et al.</i> Case No. 3:85-cv-921 (D. Minn.)</p>
	<p><i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i> Case No. 88-cv-22302 (D. Minn.)</p> <p><i>United States of America v. Zev Saltsman</i> Case No. 04-cv-641 (E.D. N.Y.)</p>
	<p><i>United States v. Zev Saltsman</i> CR-07-0641 (E.D. NY)</p> <p><i>William Steiner, et al. v. Honeywell, Inc. et al.</i> Case No. 4:88-cv-1102 (D. Minn.)</p>
Test Score	<p><i>David Andino, et al. v. The Psychological Corporation, et al.</i> Case No. A457725 (Clark County, Nev.)</p> <p><i>Frankie Kurvers, et al. v. National Computer Systems</i> No. MC00-11010 (Hennepin County, Minn)</p>



CertainTeed Fiber Cement Siding Litigation
September 27, 2013

Notice Plan Parameters

Geography: National USA Today plus Regional Market: Wisconsin, Minnesota, Illinois, South Dakota, Iowa, Michigan, Washington, California, Oregon, Colorado

Strategic Audience *MRI (Print)*: Single Family Home Ownership AND does NOT carry renter or condo/co-op property insurance
comScore (Online): Own a house (primary residence) AND NOT Own a condo/co-op (primary residence)
Television: Guaranteed Buying Demographic: Males 25-54

Estimated Reach (Within Region) **92%**
Estimated Frequency (Within Region) **4.1**

Broadcast Media (National)

Broadcast Media <i>DIY, HGTV, ESPN, FX, CBS Sports, Discovery Outdoor, TBS, TNT, WGN, Biography, etc.</i>	Target Impressions 30,000,000	Unit Size :15 or :30 second
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Trade Magazines

	Circulation	Frequency	Unit Size
Builder Magazine	109,370	Monthly	Full Page and Website/Newsletter
Replacement Contractor	16,500	5x/Year	Full Page and Website/Newsletter

Newspaper Magazine Inserts

	Circulation	Frequency	Unit Size	Insertions
Parade	4,866,960	Monthly	Full Page	1
USA Weekend	3,141,600	Monthly	Full Page	1
Subtotal:	8,008,560			

Targeted Internet Notice (National With a Regional Focus)

Targeted Internet Notice	Target Impressions	Duration
Centro (local news sites)	15,000,000	30 Days
FOXNews	500,000	30 Days
MSNBC	1,250,000	30 Days
Familyhandyman.com	867,000	30 Days
ThisOldHouse.com	1,011,500	30 Days
Finehomebuilding.com	578,000	30 Days
BobVila.com	722,500	30 Days
iVillage Home & Gardens	1,500,000	30 Days
DIY Network	1,011,500	30 Days
AOL Lifestyle (Behavioral Targeting - homeowners)	2,350,000	30 Days
Yahoo! (Behavioral Targeting - homeowners)	2,350,000	30 Days
MediaMath (Behavioral Targeting- Geographic Focus)	35,000,000	30 Days
Total:	62,140,500	

Media Outreach

PR Newswire Press Release to US1 Distribution List

Estimated Notice Costs **\$1,318,153**

RS219

* * * * P A R A D E C I R C U L A T I O N A N A L Y S I S S Y S T E M * * * *

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ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13

ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
02	ALASKA	041		ANCHORAGE DAILY NEWS	ANCHORAGE	AK	07	43,187	241,849	17.86%
02	ALASKA	278		FAIRBANKS DAILY NEWS-MINER	FAIRBANKS	AK	07	11,901	241,849	4.92%
02	ALASKA	384		JUNEAU EMPIRE	JUNEAU	AK	07	3,645	241,849	1.51%
02	ALASKA	739		KENAI PENINSULA CLARION	KENAI	AK	07	4,502	241,849	1.86%
TOTAL STATE								63,235 **		26.15%
04	ARIZONA	203		VERDE INDEPENDENT & THE BUG	COTTONWOOD	AZ	07	3,491	2,453,994	.14%
04	ARIZONA	292		FLAGSTAFF THE AZ DAILY SUN	FLAGSTAFF	AZ	07	8,982	2,453,994	.37%
04	ARIZONA	392		THE KINGMAN DAILY MINER	KINGMAN	AZ	07	6,552	2,453,994	.27%
04	ARIZONA	423		MESA EAST VALLEY TRIBUNE	MESA/SCOTTSDALE	AZ	07	125,286	2,453,994	5.11%
04	ARIZONA	533		PRESCOTT DAILY COURIER	PRESCOTT	AZ	07	15,345	2,453,994	.63%
04	ARIZONA	559		LAKE HAVASU TODAYS NEWS-HER	LAKE HAVASU	AZ	07	11,443	2,453,994	.47%
04	ARIZONA	753		SUN CITY DAILY NEWS-SUN	SUN CITY	AZ	07	6,005	2,453,994	.24%
04	ARIZONA	770		TUCSON ARIZONA DAILY STAR	TUCSON	AZ	07	121,585	2,453,994	4.95%
04	ARIZONA	836		YUMA DAILY SUN	YUMA	AZ	07	20,359	2,453,994	.83%
04	ARIZONA	885		PRESCOTT SELECT COURIER SEL	PRESCOTT SELECT	AZ	07	7,548	2,453,994	.31%
TOTAL STATE								326,596 **		13.31%
06	CALIFORNIA	025		SAN FRANCISCO CHRONICLE SEL	SAN FRANCISCO SELECT	CA	06	120,000	12,883,997	.93%
06	CALIFORNIA	028		THE UNION DEMOCRAT	SONORA	CA	06	10,000	12,883,997	.08%
06	CALIFORNIA	029		LA TIMES SURBABAN WEEKLY	LOS ANGELES WEEKLY	CA	06	37,000	12,883,997	.29%
06	CALIFORNIA	065		BAKERSFIELD CALIFORNIAN	BAKERSFIELD	CA	06	44,994	12,883,997	.35%
06	CALIFORNIA	262		EL CENTRO IMPERIAL VALLEY P	EL CENTRO	CA	06	8,294	12,883,997	.06%
06	CALIFORNIA	310		FRESNO BEE	FRESNO	CA	06	126,248	12,883,997	.98%
06	CALIFORNIA	391		LOS ANGELES TIMES	LOS ANGELES	CA	06	793,546	12,883,997	6.16%
06	CALIFORNIA	440		MODESTO BEE	MODESTO	CA	06	65,339	12,883,997	.51%
06	CALIFORNIA	479		ESCONDIDO NORTH COUNTY TIME	ESCONDIDO	CA	06	62,985	12,883,997	.49%
06	CALIFORNIA	542		REDDING RECORD SEARCHLIGHT	REDDING	CA	06	22,200	12,883,997	.17%
06	CALIFORNIA	550		RIVERSIDE PRESS ENTERPRISE	RIVERSIDE	CA	06	129,102	12,883,997	1.00%
06	CALIFORNIA	553		MERCED SUN-STAR	MERCED	CA	06	14,286	12,883,997	.11%
06	CALIFORNIA	570		SACRAMENTO BEE	SACRAMENTO	CA	06	242,482	12,883,997	1.88%
06	CALIFORNIA	578		SAN LUIS OBISPO TRIBUNE	SAN LUIS OBISPO	CA	06	33,358	12,883,997	.26%
06	CALIFORNIA	592		ANTELOPE VALLEY PRESS	PALMDALE	CA	06	19,933	12,883,997	.15%
06	CALIFORNIA	593		HANFORD SENTINEL	HANFORD	CA	06	7,664	12,883,997	.06%
06	CALIFORNIA	594		NAPA VALLEY REGISTER	NAPA	CA	06	11,757	12,883,997	.09%
06	CALIFORNIA	602		LOMPOC RECORD	LOMPOC	CA	06	3,001	12,883,997	.02%
06	CALIFORNIA	614		MARYSVILLE APPEAL-DEMOCRAT	MARYSVILLE	CA	06	13,301	12,883,997	.10%
06	CALIFORNIA	617		THE PORTERVILLE RECORDER	PORTERVILLE	CA	06	5,861	12,883,997	.05%
06	CALIFORNIA	635		FRESNO YES!	FRESNO SELECT	CA	06	31,096	12,883,997	.24%
06	CALIFORNIA	640		SAN DIEGO UNION-TRIBUNE	SAN DIEGO	CA	06	299,651	12,883,997	2.33%
06	CALIFORNIA	641		SAN DIEGO LOCAL COMMUNITY V	SAN DIEGO TMC	CA	06	202,084	12,883,997	1.57%
06	CALIFORNIA	642		SAN FRANCISCO CHRONICLE	SAN FRANCISCO	CA	06	253,444	12,883,997	1.97%
06	CALIFORNIA	649		MODESTO YES!	MODESTO SELECT	CA	06	26,114	12,883,997	.20%
06	CALIFORNIA	653		SACRAMENTO YES!	SACRAMENTO SELECT	CA	06	60,157	12,883,997	.47%
06	CALIFORNIA	658		SANTA ANA ORANGE CO REGISTE	SANTA ANA	CA	06	290,245	12,883,997	2.25%
06	CALIFORNIA	659		SANTA ANA SUNDAY PREFERRED	SANTA ANA/TMC	CA	06	86,000	12,883,997	.67%
06	CALIFORNIA	660		SANTA BARBARA NEWS-PRESS	SANTA BARBARA	CA	06	23,850	12,883,997	.19%
06	CALIFORNIA	664		SANTA MARIA TIMES	SANTA MARIA	CA	06	11,073	12,883,997	.09%
06	CALIFORNIA	665		SANTA ROSA PRESS DEMOCRAT	SANTA ROSA	CA	06	55,437	12,883,997	.43%
06	CALIFORNIA	714		SANTA BARBARA NWS-PRESS DIR	SANTA BARBARA/TMC	CA	06	34,152	12,883,997	.27%
06	CALIFORNIA	733		APPEALS-DEMOCRAT LIGHT	MARYSVILLE SELECT	CA	06	5,100	12,883,997	.04%

ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13 ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
06	CALIFORNIA	742		STOCKTON RECORD	STOCKTON	CA	06	33,512	12,883,997	.26%
06	CALIFORNIA	778		VICTORVILLE DAILY PRESS	VICTORVILLE	CA	06	22,824	12,883,997	.18%
06	CALIFORNIA	782		VENTURA COUNTY STAR	VENTURA	CA	06	68,591	12,883,997	.53%
06	CALIFORNIA	860		FAIRFIELD DAILY REPUBLIC	FAIRFIELD	CA	06	16,821	12,883,997	.13%
06	CALIFORNIA	865		SANTA MARIA CTRL COAST PREV	SANTA MARIA SELECT	CA	06	6,000	12,883,997	.05%
06	CALIFORNIA	874		MERCED SUN-STAR SUNDAY SELE	MERCED SELECT	CA	06	12,015	12,883,997	.09%
06	CALIFORNIA	875		YES! YOUR ESSENTIAL SHOPPER	SAN LUIS OBISPO SEL	CA	06	8,000	12,883,997	.06%
06	CALIFORNIA	892		STOCKTON RECORD SELECT	STOCKTON SELECT	CA	06	15,000	12,883,997	.12%
06	CALIFORNIA	898		LA FIN DE SEMANA	LA FIN DE SEMANA	CA	06	813,500	12,883,997	6.31%
06	CALIFORNIA	932		DAILY INDEPENDENT	RIDGECREST	CA	06	4,472	12,883,997	.03%
06	CALIFORNIA	944		SISKIYOU DAILY NEWS	YREKA	CA	06	4,225	12,883,997	.03%
TOTAL STATE								4,154,714 **		32.25%
08	COLORADO	114		BOULDER SUNDAY CAMERA	BOULDER	CO	07	23,793	2,057,825	1.16%
08	COLORADO	152		CANON CITY DAILY RECORD	CANON CITY	CO	07	4,076	2,057,825	.20%
08	COLORADO	183		COLORADO SPRINGS GAZETTE	COLORADO SPRINGS	CO	07	77,512	2,057,825	3.77%
08	COLORADO	230		DENVER POST	DENVER	CO	07	375,334	2,057,825	18.24%
08	COLORADO	232		DENVER POST SUNDAY SELECT	DENVER SELECT	CO	07	112,000	2,057,825	5.44%
08	COLORADO	233		COLORADO SPRINGS SNDY PREFE	COLORADO SPRINGS SEL	CO	07	25,000	2,057,825	1.21%
08	COLORADO	317		GRAND JUNCTION DLY SENTINEL	GRAND JUNCTION	CO	07	26,134	2,057,825	1.27%
08	COLORADO	534		PUEBLO SUNDAY CHIEFTAIN	PUEBLO	CO	07	38,050	2,057,825	1.85%
08	COLORADO	557		MONTROSE DAILY PRESS	MONTROSE	CO	07	4,971	2,057,825	.24%
08	COLORADO	608		LONGMONT TIMES-CALL	LONGMONT	CO	07	15,333	2,057,825	.75%
08	COLORADO	609		LOVELAND DAILY REPORTER-HER	LOVELAND	CO	07	18,301	2,057,825	.89%
08	COLORADO	798		TRINIDAD CHRONICLE-NEWS	TRINIDAD	CO	07	2,017	2,057,825	.10%
TOTAL STATE								722,521 **		35.11%
15	HAWAII	784		WAILUKU MAUI NEWS	WAILUKU	HI	07	19,703	466,701	4.22%
TOTAL STATE								19,703 **		4.22%
16	IDAHO	107		BOISE IDAHO STATESMAN	BOISE	ID	07	64,952	595,109	10.91%
16	IDAHO	113		BOISE YES!	BOISE SELECT	ID	07	25,000	595,109	4.20%
16	IDAHO	349		IDAHO FALLS POST REGISTER	IDAHO FALLS	ID	07	24,325	595,109	4.09%
16	IDAHO	376		LEWISTON-CLARKSON MORNING T	LEWISTON/CLARKSON	ID	07	24,033	595,109	4.04%
16	IDAHO	448		NAMPA/CALDWL IDAHO PRS-TRIB	NAMPA/CALDWELL	ID	07	29,404	595,109	4.94%
16	IDAHO	518		POCATELLO ID. STATE JOURNAL	POCATELLO	ID	07	16,975	595,109	2.85%
16	IDAHO	554		REXBURG STANDARD JOURNAL	REXBURG	ID	07	4,153	595,109	.70%
16	IDAHO	772		TWIN FALLS TIMES-NEWS	TWIN FALLS	ID	07	18,618	595,109	3.13%
TOTAL STATE								207,460 **		34.86%
17	ILLINOIS	031		ALTON TELEGRAPH	ALTON	IL	03	18,153	4,884,043	.37%
17	ILLINOIS	085		CARMI TIMES	CARMI	IL	03	2,404	4,884,043	.05%
17	ILLINOIS	093		BELLEVILLE NEWS-DEMOCRAT	BELLEVILLE	IL	03	46,645	4,884,043	.96%
17	ILLINOIS	103		BELLEVILLE COMMUNITY NEWSPA	BELLEVILLE/WEEKLIES	IL	03	6,635	4,884,043	.14%
17	ILLINOIS	112		BLOOMINGTON PANTAGRAPH	BLOOMINGTON	IL	03	37,687	4,884,043	.77%
17	ILLINOIS	136		CARBONDALE S. ILLINOISIAN	CARBONDALE	IL	03	29,504	4,884,043	.60%
17	ILLINOIS	143		CHAMPAIGN NEWS-GAZETTE	CHAMPAIGN/URBANA	IL	03	39,942	4,884,043	.82%
17	ILLINOIS	147		CANTON DAILY LEDGER	CANTON	IL	03	3,531	4,884,043	.07%
17	ILLINOIS	154		BELLEVILLE YES!	BELLEVILLE SELECT	IL	03	17,566	4,884,043	.36%

ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13

ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
17	ILLINOIS	179		CHICAGO TRIBUNE	CHICAGO	IL	03	716,549	4,884,043	14.67%
17	ILLINOIS	222		DECATUR HERALD & REVIEW	DECATUR	IL	03	40,990	4,884,043	.84%
17	ILLINOIS	227		CHICAGO TRIBUNE SUNDAY SELE	CHICAGO SELECT	IL	03	209,000	4,884,043	4.28%
17	ILLINOIS	229		CHICAGO FIN DE SEMANA	CHICAGO FINDE SEMANA	IL	03	335,100	4,884,043	6.86%
17	ILLINOIS	273		EFFINGHAM DAILY NEWS	EFFINGHAM	IL	03	9,633	4,884,043	.20%
17	ILLINOIS	304		GALESBURG REGISTER-MAIL	GALESBURG	IL	03	8,925	4,884,043	.18%
17	ILLINOIS	309		FREEPORT THE JOURNAL STANDA	FREEPORT	IL	03	8,135	4,884,043	.17%
17	ILLINOIS	393		KEWANEE STAR COURIER	KEWANEE	IL	03	3,883	4,884,043	.08%
17	ILLINOIS	510		PEORIA JOURNAL STAR	PEORIA	IL	03	64,160	4,884,043	1.31%
17	ILLINOIS	535		QUINCY HERALD-WHIG	QUINCY	IL	03	19,216	4,884,043	.39%
17	ILLINOIS	565		REGISTER STAR & YES	ROCKFORD	IL	03	57,102	4,884,043	1.17%
17	ILLINOIS	574		OTTAWA TIMES	OTTAWA	IL	03	13,476	4,884,043	.28%
17	ILLINOIS	584		MACOMB JOURNAL	MACOMB	IL	03	3,107	4,884,043	.06%
17	ILLINOIS	586		MONMOUTH DAILY REVIEW ATLAS	MONMOUTH	IL	03	1,467	4,884,043	.03%
17	ILLINOIS	587		PEKIN DAILY TIMES	PEKIN	IL	03	5,718	4,884,043	.12%
17	ILLINOIS	612		JOURNAL-COURIER	JACKSONVILLE	IL	03	10,217	4,884,043	.21%
17	ILLINOIS	695		MOUNT VERNON REGISTER-NEWS	MOUNT VERNON	IL	03	6,212	4,884,043	.13%
17	ILLINOIS	710		SPRINGFIELD STATE JOURNAL-R	SPRINGFIELD	IL	03	42,648	4,884,043	.87%
17	ILLINOIS	906		DAILY JOURNAL	ELDORADO	IL	03	506	4,884,043	.01%
17	ILLINOIS	908		DAILY REGISTER	HARRISBURG	IL	03	2,239	4,884,043	.05%
17	ILLINOIS	929		DAILY MAIL	OLNEY	IL	03	2,653	4,884,043	.05%
17	ILLINOIS	930		DAILY LEADER	PONTIAC	IL	03	2,752	4,884,043	.06%
17	ILLINOIS	947		EDWARDSVILLE INTELLIGENCER	EDWARDSVILLE	IL	03	4,288	4,884,043	.09%
TOTAL STATE								1,770,043 **		36.24%
18	INDIANA	033		ANDERSON IN THE HERALD BULL	ANDERSON	IN	03	18,706	2,532,014	.74%
18	INDIANA	077		BATESVILLE HERALD TRIBUNE	BATESVILLE	IN	03	2,435	2,532,014	.10%
18	INDIANA	108		BLOOMTN-BEDFORD HOOSIER TIM	BLOOMINGTON/BEDFORD	IN	03	31,939	2,532,014	1.26%
18	INDIANA	204		COLUMBUS REPUBLIC	COLUMBUS	IN	03	17,540	2,532,014	.69%
18	INDIANA	270		EVANSVILLE COURIER & PRESS	EVANSVILLE	IN	03	62,339	2,532,014	2.46%
18	INDIANA	290		FORT WAYNE JOURNAL GAZETTE	FORT WAYNE	IN	03	84,321	2,532,014	3.33%
18	INDIANA	301		FRANKLIN DAILY JOURNAL	FRANKLIN	IN	03	13,290	2,532,014	.52%
18	INDIANA	325		MUNSTER TIMES	MUNSTER/LAKE CO/VALP	IN	03	85,165	2,532,014	3.36%
18	INDIANA	368		KOKOMO TRIBUNE	KOKOMO	IN	03	18,952	2,532,014	.75%
18	INDIANA	386		LOGANSFORT IN PHAROS-TRIBUN	LOGANSFORT	IN	03	8,730	2,532,014	.34%
18	INDIANA	454		N. ALBANY/JFSNVL EVE NEWS/T	NEW ALBANY	IN	03	9,789	2,532,014	.39%
18	INDIANA	461		THE GOSHEN NEWS	GOSHEN	IN	03	8,911	2,532,014	.35%
18	INDIANA	583		GREENFIELD DAILY REPORTER	GREENFIELD	IN	03	8,679	2,532,014	.34%
18	INDIANA	624		MOORESVILLE/DECATUR TIMES	MOORESVILLE/DECATUR	IN	03	2,841	2,532,014	.11%
18	INDIANA	656		THE LEBANON REPORTER	LEBANON	IN	03	4,345	2,532,014	.17%
18	INDIANA	662		GREENSBURG DAILY NEWS	GREENSBURG	IN	03	3,985	2,532,014	.16%
18	INDIANA	678		SEYMOUR TRIBUNE	SEYMOUR	IN	03	6,001	2,532,014	.24%
18	INDIANA	703		SOUTH BEND TRIBUNE	SOUTH BEND	IN	03	73,288	2,532,014	2.89%
18	INDIANA	712		RUSHVILLE REPUBLICAN	RUSHVILLE	IN	03	2,645	2,532,014	.10%
18	INDIANA	756		TERRE HAUTE TRIBUNE-STAR	TERRE HAUTE	IN	03	22,024	2,532,014	.87%
TOTAL STATE								485,925 **		19.19%
19	IOWA	035		AMES, IA TRIBUNE	AMES	IA	04	9,672	1,239,145	.78%
19	IOWA	140		CEDAR RAPIDS GAZETTE	CEDAR RAPIDS	IA	04	55,101	1,239,145	4.45%
19	IOWA	174		CLINTON HERALD	CLINTON	IA	04	8,791	1,239,145	.71%
19	IOWA	210		DAVENPORT QUAD-CITY TIMES	DAVENPORT	IA	04	49,603	1,239,145	4.00%

ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13

ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
27	MINNESOTA	026		AUSTIN DAILY HERALD	AUSTIN	MN	04	3,730	2,131,480	.17%
27	MINNESOTA	096		BEMIDJI PIONEER	BEMIDJI	MN	04	7,795	2,131,480	.37%
27	MINNESOTA	118		BRAINERD DISPATCH	BRAINERD	MN	04	14,095	2,131,480	.66%
27	MINNESOTA	144		WEST CENTRAL TRIBUNE	WILLMAR	MN	04	12,733	2,131,480	.60%
27	MINNESOTA	170		CROOKSTON DAILY TIMES	CROOKSTON	MN	04	1,124	2,131,480	.05%
27	MINNESOTA	245		DULUTH NEWS-TRIBUNE HERALD	DULUTH	MN	04	39,722	2,131,480	1.86%
27	MINNESOTA	277		FARIBAULT DAILY NEWS	FARIBAULT	MN	04	4,958	2,131,480	.23%
27	MINNESOTA	412		MANKATO FREE PRESS	MANKATO	MN	04	19,000	2,131,480	.89%
27	MINNESOTA	468		NEW ULM JOURNAL	NEW ULM	MN	04	7,037	2,131,480	.33%
27	MINNESOTA	474		NORTHFIELD NEWS	NORTHFIELD	MN	04	9,576	2,131,480	.45%
27	MINNESOTA	491		OWATONNA PEOPLE'S PRESS	OWATONNA	MN	04	5,974	2,131,480	.28%
27	MINNESOTA	541		RED WING REPUBLICAN EAGLE	RED WING	MN	04	5,375	2,131,480	.25%
27	MINNESOTA	590		ST. PAUL PIONEER PRESS	ST PAUL	MN	04	251,811	2,131,480	11.81%
27	MINNESOTA	628		MINNEAPOLIS STAR TRIBUNE	MINNEAPOLIS	MN	04	475,749	2,131,480	22.32%
27	MINNESOTA	718		HIBBING DAILY TRIBUNE	HIBBING	MN	04	4,660	2,131,480	.22%
27	MINNESOTA	721		MINNEAPOLIS STRIB EXPRESS	MINNEAPOLIS SELECT	MN	04	65,000	2,131,480	3.05%
27	MINNESOTA	723		GRAND RAPIDS HERALD REVIEW	GRAND RAPIDS	MN	04	6,668	2,131,480	.31%
27	MINNESOTA	813		WINONA DAILY NEWS	WINONA	MN	04	9,539	2,131,480	.45%
27	MINNESOTA	819		WORTHINGTON DAILY GLOBE	WORTHINGTON	MN	04	6,955	2,131,480	.33%
27	MINNESOTA	831		VIRGINIA MESABI NEWS	VIRGINIA	MN	04	8,551	2,131,480	.40%
								TOTAL STATE	965,037 **	45.28%
30	MONTANA	099		BILLINGS GAZETTE	BILLINGS	MT	07	39,531	420,788	9.39%
30	MONTANA	116		BOZEMAN DAILY CHRONICLE	BOZEMAN	MT	07	14,879	420,788	3.54%
30	MONTANA	131		BUTTE MONTANA STANDARD	BUTTE	MT	07	11,112	420,788	2.64%
30	MONTANA	335		HELENA INDEPENDENT RECORD	HELENA	MT	07	11,964	420,788	2.84%
30	MONTANA	399		KALISPELL DAILY INTER LAKE	KALISPELL	MT	07	14,148	420,788	3.36%
30	MONTANA	428		MISSOULA MISSOULIAN	MISSOULA	MT	07	28,798	420,788	6.84%
								TOTAL STATE	120,432 **	28.62%
31	NEBRASKA	008		NORFOLK	NORFOLK	NE	04	13,715	736,878	1.86%
31	NEBRASKA	087		BEATRICE DAILY SUN	BEATRICE	NE	04	4,646	736,878	.63%
31	NEBRASKA	212		THE COLUMBUS TELEGRAM	COLUMBUS	NE	04	7,600	736,878	1.03%
31	NEBRASKA	316		THE GRAND ISLAND INDEPENDEN	GRAND ISLAND	NE	04	18,751	736,878	2.54%
31	NEBRASKA	370		LINCOLN JOURNALSTAR	LINCOLN	NE	04	59,118	736,878	8.02%
31	NEBRASKA	473		THE NORTH PLATTE TELEGRAPH	NORTH PLATTE	NE	04	9,552	736,878	1.30%
31	NEBRASKA	485		OMAHA SUNDAY WORLD-HERALD	OMAHA	NE	04	158,116	736,878	21.46%
31	NEBRASKA	674		SCOTTSBLUFF STAR-HERALD	SCOTTSBLUFF	NE	04	12,710	736,878	1.72%
31	NEBRASKA	829		YORK NEWS TIMES	YORK	NE	04	3,000	736,878	.41%
								TOTAL STATE	287,208 **	38.98%
32	NEVADA	004		LAS VEGAS REVIEW-JRNL SELEC	LAS VEGAS SELECT	NV	07	30,000	1,022,482	2.93%
32	NEVADA	263		ELKO DAILY FREE PRESS	ELKO	NV	07	5,728	1,022,482	.56%
32	NEVADA	382		LAS VEGAS REVIEW-JRNL & SUN	LAS VEGAS	NV	07	144,457	1,022,482	14.13%
								TOTAL STATE	180,185 **	17.62%
35	NEW MEXICO	040		ALBUQUERQUE SUNDAY JOURNAL	ALBUQUERQUE	NM	07	99,233	815,452	12.17%
35	NEW MEXICO	185		CLOVIS NEWS JOURNAL	CLOVIS	NM	07	6,612	815,452	.81%
35	NEW MEXICO	338		HOBBS DAILY NEWS-SUN	HOBBS	NM	07	7,008	815,452	.86%

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ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13

ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
35	NEW MEXICO	523		PORTALES NEWS-TRIBUNE	PORTALES	NM	07	1,981	815,452	.24%
35	NEW MEXICO	631		ROSWELL DAILY RECORD	ROSWELL	NM	07	9,479	815,452	1.16%
35	NEW MEXICO	663		SANTA FE NEW MEXICAN	SANTA FE	NM	07	19,174	815,452	2.35%
TOTAL STATE								143,487 **		17.60%
38	NO DAKOTA	106		THE BISMARCK TRIBUNE	BISMARCK	ND	04	26,821	294,001	9.12%
38	NO DAKOTA	238		DICKINSON PRESS	DICKINSON	ND	04	6,776	294,001	2.30%
38	NO DAKOTA	280		FARGO FORUM	FARGO	ND	04	46,666	294,001	15.87%
38	NO DAKOTA	427		MINOT DAILY NEWS	MINOT	ND	04	15,595	294,001	5.30%
38	NO DAKOTA	527		THE JAMESTOWN SUN	JAMESTOWN	ND	04	5,750	294,001	1.96%
38	NO DAKOTA	582		GRAND FORKS HERALD	GRAND FORKS	ND	04	26,432	294,001	8.99%
38	NO DAKOTA	902		DEVILS LAKE DAILY JOURNAL	DEVILS LAKE	ND	04	2,761	294,001	.94%
TOTAL STATE								130,801 **		44.49%
39	OHIO	051		ASHLAND TIMES-GAZETTE	ASHLAND	OH	03	10,711	4,625,908	.23%
39	OHIO	053		ATHENS NEWS-MESSENGER	ATHENS	OH	03	9,702	4,625,908	.21%
39	OHIO	054		ASHTABULA STAR BEACON	ASHTABULA	OH	03	13,796	4,625,908	.30%
39	OHIO	132		CANTON REPOSITORY	CANTON	OH	03	61,700	4,625,908	1.33%
39	OHIO	142		CAMBRIDGE DAILY JEFFERSONIA	CAMBRIDGE	OH	03	10,657	4,625,908	.23%
39	OHIO	171		CLEVELAND PLAIN DEALER	CLEVELAND	OH	03	309,253	4,625,908	6.69%
39	OHIO	173		CLEVELAND PD WRAP-UP	CLEVELAND TMC	OH	03	60,500	4,625,908	1.31%
39	OHIO	214		DAYTON DAILY NEWS	DAYTON	OH	03	124,584	4,625,908	2.69%
39	OHIO	220		DAYTON COX SOUTHWEST OH GRO	DAYTON WEEKLIES	OH	03	77,144	4,625,908	1.67%
39	OHIO	221		COLUMBUS SUBURBAN NEWS PUBS	COLUMBUS WEEKLIES	OH	03	100,000	4,625,908	2.16%
39	OHIO	223		DEFIANCE CRESCENT-NEWS	DEFIANCE	OH	03	16,408	4,625,908	.35%
39	OHIO	231		CIRCLEVILLE HERALD	CIRCLEVILLE	OH	03	4,655	4,625,908	.10%
39	OHIO	248		EAST LIVERPOOL THE REVIEW	EAST LIVERPOOL	OH	03	6,260	4,625,908	.14%
39	OHIO	253		ELYRIA CHRON-TELEGRAM	ELYRIA	OH	03	22,202	4,625,908	.48%
39	OHIO	291		THE FINDLAY COURIER	FINDLAY	OH	03	19,842	4,625,908	.43%
39	OHIO	299		DAYTON SUNDAY VALUE	DAYTON SELECT	OH	03	30,000	4,625,908	.65%
39	OHIO	303		FOSTORIA REVIEW TIMES	FOSTORIA	OH	03	2,751	4,625,908	.06%
39	OHIO	323		HAMILTON JOURNAL-NEWS	HAMILTON	OH	03	17,703	4,625,908	.38%
39	OHIO	331		IRONTON (OH) TRIBUNE	IRONTON	OH	03	7,922	4,625,908	.17%
39	OHIO	378		LIMA NEWS	LIMA	OH	03	33,446	4,625,908	.72%
39	OHIO	424		LOGAN DAILY NEWS	LOGAN	OH	03	3,392	4,625,908	.07%
39	OHIO	426		MIDDLETOWN JOURNAL	MIDDLETOWN	OH	03	14,241	4,625,908	.31%
39	OHIO	463		NEW PHILADELPHIA TMS REPORT	NEW PHILADELPHIA	OH	03	17,213	4,625,908	.37%
39	OHIO	604		THE SALEM NEWS	SALEM	OH	03	4,213	4,625,908	.09%
39	OHIO	730		SPRINGFIELD NEWS-SUN	SPRINGFIELD	OH	03	23,875	4,625,908	.52%
39	OHIO	758		TOLEDO BLADE	TOLEDO	OH	03	109,738	4,625,908	2.37%
39	OHIO	802		WAVERLY NEWS-WATCHMAN	WAVERLY	OH	03	2,425	4,625,908	.05%
39	OHIO	821		WOOSTER DAILY RECORD	WOOSTER	OH	03	21,475	4,625,908	.46%
39	OHIO	830		YOUNGSTOWN VINDICATOR	YOUNGSTOWN	OH	03	55,647	4,625,908	1.20%
39	OHIO	852		LORAIN MORNING JOURNAL	LORAIN	OH	03	20,222	4,625,908	.44%
39	OHIO	858		WILLOUGHBY LAKE CNTY NWS-HR	WILLOUGHBY	OH	03	33,855	4,625,908	.73%
TOTAL STATE								1,245,532 **		26.93%
41	OREGON	014		EUGENE REGISTER GUARD SELEC	EUGENE SELECT	OR	07	16,350	1,559,406	1.05%
41	OREGON	016		ALBANY DEMOCRAT-HRLD/GZTTE-	ALBANY	OR	07	22,754	1,559,406	1.46%
41	OREGON	047		BEAVERTON LEADER	PORTLAND TMC	OR	07	60,040	1,559,406	3.85%

ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13 ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
41	OREGON	094		BEND BULLETIN	BEND	OR	07	28,752	1,559,406	1.84%
41	OREGON	199		COOS BAY WORLD	COOS BAY	OR	07	8,535	1,559,406	.55%
41	OREGON	265		EUGENE REGISTER-GUARD	EUGENE	OR	07	53,872	1,559,406	3.45%
41	OREGON	364		KLAMATH FALLS HERALD AND NE	KLAMATH FALLS	OR	07	13,348	1,559,406	.86%
41	OREGON	421		MEDFORD MAIL TRIBUNE	MEDFORD	OR	07	23,109	1,559,406	1.48%
41	OREGON	489		ONTARIO ARGUS OBSERVER	ONTARIO	OR	07	6,751	1,559,406	.43%
41	OREGON	509		PENDLETON EAST OREGONIAN	PENDLETON	OR	07	8,090	1,559,406	.52%
41	OREGON	530		PORTLAND SUNDAY OREGONIAN	PORTLAND	OR	07	263,535	1,559,406	16.90%
41	OREGON	866		PORTLAND COMMUNITY NEWS	PORTLAND SELECT	OR	07	20,000	1,559,406	1.28%
41	OREGON	893		MEDFORD MAIL TRIBUNE SELECT	MEDFORD SELECT	OR	07	9,200	1,559,406	.59%
TOTAL STATE								534,336 **		34.27%
46	SO DAKOTA	001		ABERDEEN AMERICAN NEWS	ABERDEEN	SD	04	13,181	333,017	3.96%
46	SO DAKOTA	153		BELL FOURCHE BUTTE COUNTY P	BELLE FOURCHE	SD	04	1,663	333,017	.50%
46	SO DAKOTA	346		HURON PLAINSMAN	HURON	SD	04	4,958	333,017	1.49%
46	SO DAKOTA	539		RAPID CITY JOURNAL	RAPID CITY	SD	04	26,011	333,017	7.81%
46	SO DAKOTA	546		MITCHELL DAILY REPUBLIC	MITCHELL	SD	04	11,062	333,017	3.32%
46	SO DAKOTA	797		WATERTOWN PUBLIC OPINION	WATERTOWN	SD	04	10,833	333,017	3.25%
TOTAL STATE								67,708 **		20.33%
49	UTAH	385		LOGAN HERALD JOURNAL	LOGAN	UT	07	14,212	917,046	1.55%
49	UTAH	610		SALT LAKE TRIBUNE, DESERET	SALT LAKE CITY	UT	07	159,735	917,046	17.42%
49	UTAH	619		PROVO DAILY HERALD	PROVO	UT	07	29,687	917,046	3.24%
49	UTAH	637		SALT LAKE TRIBUNE MONEY BAG	SALT LAKE SELECT	UT	07	20,000	917,046	2.18%
TOTAL STATE								223,634 **		24.39%
53	WASHINGTON	045		TRI-CITY HERALD SELECT	PASCO/TRI CITIES SEL	WA	07	8,520	2,711,318	.31%
53	WASHINGTON	098		THE BELLINGHAM HERALD	BELLINGHAM	WA	07	19,524	2,711,318	.72%
53	WASHINGTON	121		BREMERTON KITSAP SUN	BREMERTON	WA	07	21,285	2,711,318	.79%
53	WASHINGTON	261		ELLENSBURG DAILY RECORD	ELLENSBURG	WA	07	5,342	2,711,318	.20%
53	WASHINGTON	398		LONGVIEW DAILY NEWS	LONGVIEW	WA	07	17,433	2,711,318	.64%
53	WASHINGTON	504		PASCO TRI-CITY HERALD	PASCO/TRI CITIES	WA	07	31,967	2,711,318	1.18%
53	WASHINGTON	552		OLYMPIA OLYMPIAN	OLYMPIA	WA	07	23,922	2,711,318	.88%
53	WASHINGTON	683		SEATTLE TIMES	SEATTLE	WA	07	296,326	2,711,318	10.93%
53	WASHINGTON	705		SPOKANE SPOKESMAN-REVIEW	SPOKANE	WA	07	79,019	2,711,318	2.91%
53	WASHINGTON	751		TACOMA NEWS TRIBUNE	TACOMA	WA	07	86,565	2,711,318	3.19%
53	WASHINGTON	792		VANCOUVER COLUMBIAN	VANCOUVER	WA	07	35,059	2,711,318	1.29%
53	WASHINGTON	794		WALLA WALLA UNION-BULLETIN	WALLA WALLA	WA	07	11,980	2,711,318	.44%
53	WASHINGTON	804		TACOMA YES!	TACOMA SELECT	WA	07	38,286	2,711,318	1.41%
53	WASHINGTON	820		YAKIMA HERALD-REPUBLIC	YAKIMA	WA	07	29,821	2,711,318	1.10%
53	WASHINGTON	861		THE WENATCHEE WORLD	WENATCHEE	WA	07	17,322	2,711,318	.64%
53	WASHINGTON	869		SEATTLE TIMES SUNDAY SELECT	SEATTLE SELECT	WA	07	80,000	2,711,318	2.95%
53	WASHINGTON	873		MT VERNON SKAGIT VALLEY HER	MOUNT VERNON	WA	07	15,029	2,711,318	.55%
53	WASHINGTON	884		VANCOUVER COLUMBIAN SNDY SL	VANCOUVER SELECT	WA	07	15,705	2,711,318	.58%
TOTAL STATE								833,105 **		30.73%
55	WISCONSIN	073		PORTAGE DAILY REGISTER	PORTAGE	WI	04	3,863	2,312,833	.17%
55	WISCONSIN	078		BARABOO NEWS REPUBLIC	BARABOO	WI	04	3,465	2,312,833	.15%
55	WISCONSIN	156		BEAVER DAM DAILY CITIZEN	BEAVER DAM	WI	04	9,357	2,312,833	.40%

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ANALYSIS NAME & DESC- M3467,MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13

ANALYSIS SELECTED BY- LMA 9/16/13

STATE	STATE NAME	RANK	NP#	NEWSPAPER	CITY	ST	ZONE	CIRC	# HHLDS	% CVGE
55	WISCONSIN	184		CHIPPEWA VALLEY NEWSPAPERS	CHIPPEWA FALLS	WI	04	7,979	2,312,833	.34%
55	WISCONSIN	264		EAU CLAIRE LEADER-TELEGRAM	EAU CLAIRE	WI	04	26,659	2,312,833	1.15%
55	WISCONSIN	371		LA CROSSE TRIBUNE	LA CROSSE	WI	04	32,377	2,312,833	1.40%
55	WISCONSIN	379		KENOSHA NEWS	KENOSHA	WI	04	23,990	2,312,833	1.04%
55	WISCONSIN	420		MADISON WISC STATE JOURNAL	MADISON	WI	04	105,598	2,312,833	4.57%
55	WISCONSIN	536		RACINE JOURNAL TIMES	RACINE	WI	04	25,514	2,312,833	1.10%
55	WISCONSIN	544		RHINELANDER (WI) DAILY NEWS	RHINELANDER	WI	04	2,535	2,312,833	.11%
55	WISCONSIN	679		SHAWANO LEADER	SHAWANO	WI	04	4,825	2,312,833	.21%
TOTAL STATE								246,162 **		10.64%
56	WYOMING	137		CASPER STAR-TRIBUNE	CASPER	WY	07	20,960	231,878	9.04%
56	WYOMING	891		DAILY ROCKET-MINER	ROCK SPRINGS	WY	07	6,828	231,878	2.94%
56	WYOMING	896		BOOMERANG	LARAMIE	WY	07	3,980	231,878	1.72%
56	WYOMING	897		WYOMING TRIBUNE-EAGLE	CHEYENNE	WY	07	15,098	231,878	6.51%
56	WYOMING	899		RAWLINS DAILY TIMES	RAWLINS	WY	07	3,016	231,878	1.30%
TOTAL STATE								49,882 **		21.51%
TOTAL CLUSTERS						FINAL TOTAL		14,082,137 **	49,350,232	28.54%

RS464 TYPE 2 PARADE PRICING BUY RUN DATE 9/16/13 15:49:18 PAGE 1
 RATE CARD DATE 9/08/13 ANALYSIS NAME M3467 - MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.1 SALES OFFICE: NEW YORK

ZONE: 03,04,06,07

PG SIZE	CIRC	ACTUAL		* INCLUDES 0.00000% DISCOUNT		
		OPEN	GROSS	<----- ACTUAL DISCOUNTED ----->		
		RATE		CIRC	RATE*	GROSS*
4C FP	14,082,137	36.60	515,406.21	14,082,137	36.60	515,406.21
4C SM	14,082,137	27.70	390,075.19	14,082,137	27.70	390,075.19
4C 3/5	14,082,137	24.80	349,237.00	14,082,137	24.80	349,237.00
4C 1/2	14,082,137	21.00	295,724.88	14,082,137	21.00	295,724.88
4C 2/5	14,082,137	18.30	257,703.11	14,082,137	18.30	257,703.11
2C FP	14,082,137	32.50	457,669.45	14,082,137	32.50	457,669.45
2C SM	14,082,137	24.80	349,237.00	14,082,137	24.80	349,237.00
2C 3/5	14,082,137	22.50	316,848.08	14,082,137	22.50	316,848.08
2C 1/2	14,082,137	18.70	263,335.96	14,082,137	18.70	263,335.96
2C 2/5	14,082,137	16.40	230,947.05	14,082,137	16.40	230,947.05
BW FP	14,082,137	29.40	414,014.83	14,082,137	29.40	414,014.83
BW SM	14,082,137	22.30	314,031.66	14,082,137	22.30	314,031.66
BW 3/5	14,082,137	20.30	285,867.38	14,082,137	20.30	285,867.38
BW 1/2	14,082,137	16.90	237,988.12	14,082,137	16.90	237,988.12
BW 2/5	14,082,137	14.70	207,007.41	14,082,137	14.70	207,007.41

RATES BASED ON RATECARD# 147F EFFECTIVE WITH THE 9/08/13 ISSUE. ANY PUBLICLY ANNOUNCED RATE INCREASES WILL INCREASE THESE RATES.

*** THIS ANALYSIS IS SUBJECT TO THE APPROVAL OF THE NEW YORK OFFICE ***

RS220 * * * P A R A D E C I R C U L A T I O N A N A L Y S I S S Y S T E M * * *

PAGE 1

CLUSTER INCLUSION

ANALYSIS NAME & DESC- M3467 - MILLER LEGAL NOTICE - ZONES 3, 4, 6 & 7 - 9.16.13 ANALYSIS SELECTED BY- LMARTIN 9/16/13

NP#	NEWSPAPER NAME	CITY	ST	NP CIRC	ZONE
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***	TOTAL MARKET CIRCULATION			0	**	TOTAL CLUSTER BREAKS	0
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USA WEEKEND Magazine
Newspapers and Circulation by States in Marketing Regions
Effective August 01, 2013

<i>Region, State and Newspaper</i>	<i>Households</i>	<i>Circulation</i>	<i>%HH Cov'g.</i>
2 Midwest	8,247,709	1,039,033	12.6%
<i>Iowa</i>	<i>1,236,093</i>	<i>250,716</i>	<i>20.3</i>
Burlington	Hawk Eye	16,933	
Centerville	Daily Iowegian	2,060	
Council Bluffs	Nonpareil	12,207	
Creston	Creston News Advertiser	3,659	
Des Moines	Register	166,291	
Des Moines	The Des Moines Register -- Sunday Select	26,000	
Ft. Madison	The Daily Democrat	4,324	
Iowa City	Press-Citizen	11,368	
Keokuk	Daily Gate City	4,139	
Newton	Newton News	3,735	
<i>Kansas</i>	<i>1,127,036</i>	<i>86,831</i>	<i>7.7</i>
Abilene	Abilene Reflector-Chronicle	2,992	
Arkansas City	Traveler	3,288	
Chanute	The Chanute Tribune	3,708	
Dodge City	Globe	4,462	
Emporia	Gazette	5,153	
Hutchinson	News	26,880	
Lawrence	Journal-World	18,000	
Leavenworth	Times	3,354	
Newton	Kansan	4,471	
Parsons	Parsons Sun	4,490	
Pittsburg	Sun	5,962	
Winfield	Courier	4,071	
<i>Minnesota</i>	<i>2,121,141</i>	<i>441,590</i>	<i>20.8</i>
Eden Prairie	Minnesota Sun Newspapers	340,488	
Fairmont	Sentinel	5,188	
Fergus Falls	Journal	4,675	
Marshall	Independent	5,660	
Rochester	Post-Bulletin	39,675	
St. Cloud	Times	25,774	
Stillwater	Gazette	20,130	
<i>Missouri</i>	<i>2,411,176</i>	<i>181,248</i>	<i>7.5</i>
Columbia	Tribune	17,973	
Hannibal	Courier-Post	4,223	
Independence/Blue Springs	Examiner	9,662	
Kirksville	Kirksville Daily Express	3,430	
Maryville	Maryville Daily Forum	1,665	
Mexico	Mexico Ledger	4,530	
Moberly	Moberly Monitor - Index and Evening Democrat	3,629	
Rolla	Rolla Daily News	2,767	
Springfield	News-Leader	47,802	

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<i>Region, State and Newspaper</i>	<i>Households</i>	<i>Circulation</i>	<i>%HH Cov'g.</i>
St. Louis	St. Louis American	70,200	
Washington	Washington Missourian	15,367	
<i>Nebraska</i>		<i>733,574</i>	<i>24,967</i>
Fremont	Tribune	6,108	<i>3.4</i>
Hasting	Hastings Tribune	8,665	
Kearney	Hub	10,194	
<i>North Dakota</i>		<i>287,961</i>	<i>0</i>
<i>South Dakota</i>		<i>330,728</i>	<i>53,681</i>
Sioux Falls	Argus Leader	45,573	<i>16.2</i>
Yankton	Press & Dakotan	8,108	

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6 Central Great Lakes	18,192,088	4,864,782	26.7%
<i>Illinois</i>	<i>4,878,666</i>	<i>1,026,754</i>	<i>21.0</i>
Arlington Heights Herald		96,426	
Arlington Heights Reflejos		82,540	
Aurora Beacon News		15,305	
Benton Evening News		1,756	
Centralia Morning Sentinel		13,315	
Chicago Chicago New Crusader		90,000	
Chicago Chicago Sun-times -- Sunday Select		33,122	
Chicago La Raza		153,460	
Chicago Sun-Times		180,519	
Crystal Lake Northwest Herald		33,317	
Danville Commercial-News		9,511	
De Kalb Daily Chronicle		9,174	
Downers Grove Press Publications-Bartlett		1,697	
Du Quoin Evening Call		3,226	
Eldorado Journal		583	
Elgin Courier News		3,694	
Elmhurst Press Publications-Elmhurst		19,350	
Harrisburg Register		2,664	
Joliet Herald-News		28,070	
Kankakee The Daily Journal		26,461	
La Salle/Peru/Oglesby/Spring Valley News-Tribune		14,595	
Lemont Reporter/Met		4,425	
Marion Republican		1,522	
Morris Daily Herald		4,800	
Mt. Carmel Daily Republican Register		3,837	
Naperville Sun		10,515	
Oak Brook Suburban Life		3,070	
Olney Olney Daily Mail		3,350	
Pontiac Leader		2,499	
Rock Island/Moline/East Moline Argus-Dispatch		37,729	
Rockford Register Star		47,102	
Rockford Rockford Register Star -- Sunday Select		10,000	
Shelbyville Daily Union		2,050	
St. Charles Chronicle		10,834	
Sterling/Rock Falls Sauk Valley		17,306	
Suburban Chicago Southtown		34,912	
Waukegan/Lake County News Sun		12,866	
West Frankfort American		1,152	
<i>Indiana</i>	<i>2,529,001</i>	<i>514,042</i>	<i>20.3</i>
Bluffton News-Banner		4,241	
Connersville News Examiner		4,500	
Crawfordsville Journal Review		5,930	

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Elkhart	Truth	21,893		
Frankfort	Times	3,567		
Huntington	Herald-Press	3,563		
Indianapolis	Star	232,649		
Indianapolis	The Indianapolis Star -- Sunday Select	52,000		
Jasper	Herald	11,220		
Kendallville	Kendallville Publishing Company	16,756		
La Porte	Herald Argus	6,523		
Lafayette/West Lafayette	Journal and Courier	24,266		
Marion	Chronicle Tribune	14,337		
Merriville	Post-Tribune	30,650		
Michigan City	News-Dispatch	7,699		
Muncie	Star-Press	26,195		
New Castle	Courier-Times	5,800		
Peru	Tribune	4,040		
Richmond	Palladium-Item	14,326		
Shelbyville	News	5,203		
Vincennes	Sun-Commercial	5,704		
Wabash	Plain Dealer	3,320		
Warsaw	Times-Union	9,660		
<i>Michigan</i>		<i>3,866,567</i>	<i>1,302,867</i>	<i>33.7</i>
Alpena	News	8,909		
Battle Creek	Enquirer	11,127		
Benton Harbor/St. Joseph	Herald-Palladium	15,635		
Big Rapids/Manistee	Pioneer-News Advocate	7,378		
Cheboygan	Daily Tribune	4,100		
Coldwater	The Daily Reporter	4,481		
Detroit	Detroit Free Press -- Sunday Select	449,885		
Detroit	News and Free Press	420,903		
Escanaba	Press	7,187		
Grand Haven	Tribune	7,331		
Greenville	News	5,378		
Hillsdale	News	5,352		
Holland	Sentinel	16,048		
Houghton	Mining Gazette	6,843		
Howell	Livingston County Daily Press & Argus	15,084		
Iron Mountain/Kingsford	News	8,221		
Ironwood	Daily Globe	5,882		
Lansing	Lansing Community Newspapers	113,646		
Lansing	State Journal	52,992		
Livonia	Eccentric	16,494		
Livonia	Observer	49,171		
Owosso	Argus-Press	7,720		
Port Huron	Times-Herald	16,065		
Sturgis	Sturgis Journal	5,135		
Traverse City	Grand Traverse Insider	41,900		

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<i>Ohio</i>	<i>4,609,221</i>	<i>1,362,733</i>	<i>29.6</i>
Akron	Beacon Journal	111,606	
Akron	Cuyahoga Falls News Press	21,787	
Bowling Green	Sentinel-Tribune	9,226	
Bryan	Times	8,672	
Cincinnati	Enquirer	222,028	
Cincinnati	The Enquirer -- Sunday Select	26,861	
Columbus	Dispatch	244,147	
Columbus	Dispatch Sunday Savings	40,000	
Fairborn-Xenia	Daily Herald Gazette News-Current	6,300	
Greenville	Advocate	4,335	
Hillsboro	Times-Gazette	3,095	
Hudson	Hub-Times	9,189	
Jackson	Jackson County Times-Journal	5,500	
Kent/Ravenna	Record-Courier	15,500	
Lewis Center	This Week Community Newspapers	341,021	
Lisbon	Morning Journal	8,809	
Mansfield	News Journal	17,205	
Marietta	Times	9,969	
Martins Ferry/Belmont County	Times Leader	14,724	
Medina	Gazette	12,030	
Miami Valley	Sunday News	8,265	
Napoleon	Northwest Signal	4,292	
Newark	The Advocate Group	71,644	
Norwalk	Reflector	7,334	
Piqua	Call	6,815	
Pomeroy-Gallipolis	Daily Sentinel-Daily Tribune	7,787	
Portsmouth	Times	10,019	
Sandusky	Register	18,225	
Sidney	News	11,091	
Steubenville	Herald-star	12,245	
Stow	Sentry	14,469	
Tallmadge	Express	7,565	
Tiffin	Advertiser-Tribune	8,309	
Urbana	Citizen	4,191	
Van Wert	Times-Bulletin	3,720	
Warren	Tribune Chronicle	27,636	
Washington Court House	Record-Herald	3,085	
Wilmington	News-Journal	4,037	
<i>Wisconsin</i>	<i>2,308,633</i>	<i>658,386</i>	<i>28.5</i>
Appleton	Post-Crescent	50,922	
Beloit	My Stateline Shopper	19,802	
Beloit	News	10,904	
Fond Du Lac	Reporter	12,718	
Green Bay	Press-Gazette	61,217	
Janesville	Gazette	21,409	

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Manitowoc/Two Rivers	Herald Times Reporter	11,338	
Marinette	Eagle Herald	8,019	
Milwaukee	Journal Sentinel	324,627	
Milwaukee	Taste Of Milwaukee Journal Sentinel -- Sunday Sel	10,055	
Oshkosh	Northwestern	17,818	
Rhineland	Star Journal	16,040	
Sheboygan	Press	17,235	
Superior	Telegram	4,909	
Watertown	Times	7,342	
Wausau	Marshfield New-Herald--Sunday Select	5,400	
Wausau	Stevens Point Journal--Sunday Select	7,790	
Wausau	Wausau Daily Herlad -- Sunday Select	10,459	
Wausau	Wisconsin Rapids Daily Triubune -- Sunday Select	5,510	
Wausau-Stevens Point	Central WI Sunday	15,594	
Wausau-Stevens Point	Herald-Central WI Sunday	19,278	

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7 Western Mountains	13,418,411	2,783,455	20.7%
<i>Alaska</i>	264,748	0	0.0
<i>Arizona</i>	2,439,793	676,294	27.7
Bullhead City	Mohave Valley Daily News	8,798	
Casa Grande	Dispatch	8,086	
Nogales	Nogales International	3,100	
Phoenix	Republic	450,471	
Phoenix	The Arizona Republic -- Sunday Select	90,000	
Safford	Eastern Arizona Courier	6,000	
Show Low	White Mountain Independent	9,225	
Sierra Vista	Herald	8,475	
Tucson	Star	92,139	
<i>Colorado</i>	2,019,534	622,526	30.8
Aspen	Times	7,300	
Denver	The Denver Post	388,056	
Denver/Select	The Denver Post -- Sunday Select	113,622	
Durango/Cortez	Herald-Journal	6,315	
Fort Collins	Coloradoan	23,681	
Frisco	Summit Daily News	11,250	
Glenwood Springs	Post Independent	8,300	
Granby	Sky Hi News	5,500	
Grand Junction	Free Press	9,600	
Greeley	Tribune	21,205	
Steamboat Springs	Steamboat Today	9,000	
Vail	Daily	11,483	
Windsor	Windsor now	7,214	
<i>Hawaii</i>	461,441	176,532	38.3
Hilo	Tribune-Herald	18,380	
Honolulu	Honolulu Star-Advertiser	138,020	
Kailua/Kona	West Hawaii Today	11,973	
Lihue	Garden Island	8,159	
<i>Idaho</i>	598,595	36,332	6.1
Coeur D'Alene	Press	30,610	
Moscow	The Moscow-Pullman Daily News	5,722	
<i>Montana</i>	418,926	25,833	6.2
Great Falls	Tribune	25,833	
<i>Nevada</i>	1,029,250	283,363	27.5
Boulder City	Boulder City Review	2,315	
Carson City	Nevada Appeal	14,101	

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Fallon	Lahontan Valley News	2,675		
Las Vegas	El Tiempo	47,844		
Las Vegas	Review -Journal	140,888		
Mesquite	Desert Valley Times	6,000		
Pahrump	Pahrump Valley Times	6,000		
Reno	Gazette-Journal	45,693		
Reno	Reno Gazette-journal -- Sunday Select	16,046		
Tonopah	Tonopah Times-Bonanza	1,801		
<i>New Mexico</i>		<i>814,575</i>	<i>170,594</i>	<i>20.9</i>
Alamagordo	Times	5,358		
Albuquerque	Journal	80,456		
Angle Fire	Taos News-Sangre de Cristo Chronicle	11,575		
Belen	Valencia County News-Bulletin	14,965		
Carlsbad	Current-Argus	5,603		
Farmington	Times	13,779		
Gallup	Independent	13,547		
Las Cruces	Sun-News	19,848		
Los Alamos	Los Alamos Monitor	2,963		
Socorro	El Defensor Chieftain	2,500		
<i>Oregon</i>		<i>1,548,804</i>	<i>76,713</i>	<i>5.0</i>
Astoria	Daily Astoria	6,856		
Grant's Pass	Courier	14,335		
Roseburg	News-Review of Douglas County	16,207		
Salem	Statesman-Journal	39,315		
<i>Utah</i>		<i>908,887</i>	<i>271,186</i>	<i>29.8</i>
Ogden	Standard-Examiner	49,682		
Salt Lake City	Media One of Utah	204,263		
St. George	Spectrum	17,241		
<i>Washington</i>		<i>2,680,134</i>	<i>425,531</i>	<i>15.9</i>
Aberdeen	Daily World	9,159		
Aberdeen	The South Beach Bukletin	5,300		
Bellevue	Reporter	36,067		
Centralia/Chehalis	Chronicle	10,800		
Everett	Auburn Reporter	24,418		
Everett	Bainbridge Island Review	2,903		
Everett	Bremerton Patriot	11,763		
Everett	Central Kitsap Reporter	17,221		
Everett	Covington/Maple Valley Reporter	24,286		
Everett	Federal Way Mirror	29,698		
Everett	Herald	46,488		
Everett	North Kitsap Herald	12,568		
Everett	Port Orchard Independent	18,140		
Everett	South Whidbey Record	3,112		
Everett	Whidbey News Times	4,778		

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Issaquah/Sammamish	Reporter	25,160	
Kent	Reporter	25,112	
Kirkland	The Kirkland Reporter	25,778	
Montesano	Vidette	2,991	
Moses Lake	Columbia Basin Herald	8,507	
Port Angeles	Peninsula Daily News	14,880	
Redmond	Reporter	23,390	
Renton	Reporter	25,690	
Wenatchee	World	17,322	
<i>Wyoming</i>		<i>233,724</i>	<i>18,551</i>
Cheyenne	Wyoming Tribune-Eagle	14,497	<i>7.9</i>
Laramie	Boomerang	4,054	

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8 California	12,732,701	2,584,191	20.3%
<i>California</i>	<i>12,732,701</i>	<i>2,584,191</i>	<i>20.3</i>
Auburn	Journal	10,465	
Benicia	Herald	3,197	
Big Bear Lake	Grizzly Weekender	7,000	
Carmel Valley	Carmel Valley News	17,848	
Chico	Enterprise-Record	28,540	
Coronado	Eagle Newspapers	19,958	
Davis	Enterprise	8,225	
Eureka	Times-Standard	20,983	
Fairfield	Republic	16,821	
Gilroy	The Dispatch	11,000	
Grass Valley	The Union	13,104	
Hayward/Fremont/Newark/Pleasanton	ANG Newspapers	47,387	
Hollister	Weekend Pinnacle	14,000	
Jackson	Amador Ledger Dispatch	5,784	
Lakeport	Record-Bee	5,703	
Lodi	News-Sentinel	11,587	
Long Beach	Impacto USA	227,000	
Los Angeles	Daily News	89,213	
Los Angeles	Los Angeles Times -- Sunday Select	281,000	
Los Angeles County	Breeze	59,573	
Los Angeles County	Press Telegram	60,634	
Los Angeles County	Star News-Valley Tribune-Daily News	90,598	
Madera	Tribune	4,359	
Manteca	Bulletin-Journal	9,996	
Marin County	Independent Journal	29,562	
Monterey	Herald	55,377	
Morgan Hill	Morgan Hill Times	11,000	
Oakland	Tribune	38,146	
Ontario	Bulletin Express	18,850	
Ontario	Inland Valley Daily Bulletin	57,291	
Palm Springs	Desert Sun	46,307	
Palo Alto/Menlo Park	The Daily News	14,988	
Pasadena	Weekly Star	8,280	
Placerville	Mountain Democrat	9,738	
Poway	Poway News Chieftain	15,090	
Ramona	Ramona Sentinel	14,000	
Rancho Bernardo	News-Journal	17,276	
Red Bluff	News	7,826	
Redlands	Facts	6,463	
Ridgecrest	The Daily Independent	4,062	
Riverside	La Prensa	105,000	
Riverside	Riverside Press Enterprise -- Sunday Select	61,072	
Roseville	Brehm Comm. Roseville	56,028	

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Salinas	Californian	10,581		
San Bernardino	Sun	55,189		
San Francisco	Examiner	255,081		
San Gabriel Valley	Highlander	33,292		
San Jose	Mercury News	212,669		
San Jose	San Jose Mercury -- Sunday Select	74,419		
San Mateo/Lompoc	Times	20,160		
Santa Clarita	The Santa Clarita Valley Signal	7,250		
Santa Cruz	Sentinel	26,828		
Solano Beach	Solana Beach Sun	4,581		
South Lake Tahoe	Tahoe Daily Tribune	7,353		
Truckee	Sierra Sun	6,811		
Ukiah	Journal	5,424		
Vacaville	Reporter	13,585		
Vallejo	Times-Herald	11,353		
Visalia	Times-Delta	20,157		
Walnut Creek	Contra Costa Times	147,176		
Watsonville	Register-Pajaronian	5,268		
Woodland	Democrat	8,946		
Yreka	Siskiyou Daily News	4,737		
Yucca Valley	Hi-Desert Star	7,000		
Yucca Valley	Observation Post	6,000		
Total U.S.:		118,582,551	22,296,979	18.8%

USA WEEKEND Magazine's total circulation reflects 8/1/2013 carrier newspaper list. Carrier newspaper circulation figures based on AAM, CAC, VAC & newspaper publisher statements for 6-month period ending 3/31/2013. Household totals based on Nielsen PrimeLocation, 2012.