

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

KIM SEGEBARTH and SUSAN STONE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

Civil Action No: 19-cv-5500

v.

CERTAINTEED LLC,

Defendant.

AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Amended Agreement is made between Named Plaintiffs Kathryn Eloff, Esq., Personal Representative of the Estate of Kim Segebarth, and Susan Stone, on behalf of themselves and a proposed Settlement Class, and CertainTeed LLC. The purpose of this Agreement is to settle and compromise the Litigation and to release the Released Persons as set forth herein. The Agreement is contingent upon the Court's certification of the Settlement Class and approval of the Settlement under Federal Rule of Civil Procedure 23. (Capitalized terms in this Agreement have specific definitions, which are provided in Section 1.)

1. DEFINITIONS.

- 1.1. "Agreement" means this Amended Class Action Settlement Agreement and includes all its exhibits.
- 1.2. "CertainTeed" means CertainTeed LLC. CertainTeed is also the Claims Administrator under this Settlement.
- 1.3. "Claims Administrator" means CertainTeed.
- 1.4. "Claimant" means an individual or entity that submits a claim under this Agreement by submitting a Claim Form and Claims Package to CertainTeed.
- 1.5. "Claim Form" means the form required for a claim submission, attached as Exhibit 1.

- 1.6. “Claims Package” means a completed Claim Form with all requisite supporting information, documentation, and shingle sample(s).
- 1.7. “Claims Program” means the claims administration process set forth in Section 7 of this Agreement.
- 1.8. “Claims Period” means the period of time from the Effective Date to seven (7) years after the Effective Date (inclusive).
- 1.9. The “Court” means the United States District Court for the Eastern District of Pennsylvania.
- 1.10. “Effective Date” means either:
 - 1.10.1. the date of the Final Approval Order of this Agreement by the Court if no objections are timely filed; **OR**
 - 1.10.2. 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**
 - 1.10.3. if an appeal is filed, the latest of: (a) the date of final affirmance of the Final Approval Order; **OR** (b) the expiration of the time for a petition for writ of certiorari to review the Order if affirmed and, if certiorari is granted, the date of final affirmance of the Order following review pursuant to that grant; **OR** (c) the date of final dismissal of any appeal from the Order or the final dismissal of any proceeding on certiorari to review the Order.
- 1.11. “Eligible Claim” means a claim submitted pursuant to the Agreement and Claims Program which the Claims Administrator determines qualifies for relief under this Agreement.
- 1.12. “Eligible Claimant” means a Settlement Class Member with an Eligible Claim.
- 1.13. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e)(2) and set by the Court.
- 1.14. “Final Approval Order” means the order to be entered by the Court following the Final Approval Hearing.
- 1.15. “Independent Appeals Reviewer” means the third party agreed upon by the Parties to determine any appeals related to Claim Determinations.
- 1.16. “Litigation” means Segebarth, et al. v. CertainTeed LLC, Civil Action No. 19-cv-5500 in the United States District Court for the Eastern District of Pennsylvania.

- 1.17. “Named Plaintiffs” means Plaintiffs Kathryn Eloff, Esq., Personal Representative of the Estate of Kim Segebarth, and Susan Stone.
- 1.18. “Notice of Appeal Form” means the form by which Settlement Class Members may submit an appeal pursuant to Section 7.18, a copy of which is attached as Exhibit 2 to this Agreement.
- 1.19. “Notice Provider” is defined as Angeion Group.
- 1.20. “Opt-Out Form” means the form or letter substantially in the form agreed to by the Parties, by which Settlement Class Members may opt-out of the Settlement Class, a copy of which is attached as Exhibit 3 to this Agreement.
- 1.21. “Parties” means the Named Plaintiffs and CertainTeed.
- 1.22. “Plaintiffs’ Counsel” or “Class Counsel” means attorneys Charles LaDuca of Cuneo Gilbert & LaDuca, LLP; Charles E. Schaffer of Levin Sedran & Berman; and Michael A. McShane of Audet & Partners, LLP.
- 1.23. “Preliminary Approval Order” means the Order of Preliminary Approval entered on August 2, 2022, as modified by the Order entered on August 18, 2022.
- 1.24. “Qualifying Damage” mean cracking, fishmouthing, curling, degranulating, or other premature deterioration of the Shingles caused by a manufacturing defect.
- 1.25. “Replacement Area” means the amount in square feet of the roof for which the Claims Administrator determines a Claimant is entitled to compensation under the terms of this Agreement.
- 1.26. “Released Persons” is defined in Section 13.1 of this Agreement.
- 1.27. “Releasing Parties” is defined in Section 13.2 of this Agreement.
- 1.28. “Roof Plane” means one continuous section of roofing on a structure.
- 1.29. “Settlement,” as used in this Agreement, refers generally to the Agreement and the process it creates.
- 1.30. “Settlement Class” means all individuals or entities that own a building in the United States on which the Shingles were installed between 1995 and 2010 that are eligible for relief under the Limited Warranty applicable to the Shingles installed on their building. Excluded from the Settlement Class are:
 - 1.30.1.1. All individuals and entities that timely opt-out of this Settlement under Federal Rule of Civil Procedure 23;
 - 1.30.1.2. All persons who were or are builders, developers, contractors, installers, wholesalers or suppliers except when

the Shingles are installed on their personal residence or commercial building;

1.30.1.3. CertainTeed employees; and

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

- 1.31. "Settlement Class Member" means a member of the Settlement Class who has not timely opted out. Where the building with Shingles is owned jointly, the Settlement Class Member shall comprise all persons on the title to the building. A co-owner may make a claim or opt-out on behalf of the other owners, where he/she has the authority to do so. Otherwise, each owner must join in any submission of a claim or opt-out.
- 1.32. "Shingles" means Horizon brand asphalt fiberglass roofing shingles manufactured by CertainTeed until 2009. This definition does not include the organic Horizon line of asphalt shingles. Organic Horizon shingles are not covered or part of this Agreement.

2. RECITALS.

- 2.1. Plaintiff Kim Segebarth filed a putative class action against CertainTeed on November 21, 2019 in the United States District Court for the Eastern District of Pennsylvania alleging that the Shingles were defectively manufactured which caused economic loss damages including damage to his home.
- 2.2. Plaintiff Kim Segebarth filed an amended complaint on June 17, 2021, adding Plaintiff Susan Stone as a Named Plaintiff. Ms. Stone also asserted claims that defectively manufactured Shingles caused economic loss damages including damage to her home.
- 2.3. In this action, Plaintiffs alleged that the Shingles are defective and that Plaintiffs have suffered economic loss damages as a result of purchasing the defective Shingles and property damage due to the alleged failure of the Shingles to adequately perform in conformance with CertainTeed's representations and warranty. CertainTeed disputes those allegations.
- 2.4. Plaintiffs sought to recover damages for themselves and for a class of owners of buildings on which the Shingles were installed.
- 2.5. After discovery, the Parties participated in in-person telephonic arms-length settlement negotiations on several occasions and attended a virtual mediation session on March 24, 2021, before the Honorable Diane Welsh. The Parties exchanged information about the Plaintiffs' claims, and the strengths and weaknesses of CertainTeed's defenses to those claims, including the arguments in opposition to securing class certification.

- 2.6. On September 7, 2021, Plaintiff Kim Segebarth passed away.
- 2.7. On September 17, 2021 Kathryn Eloff, Esq. was appointed as the Personal Representative of the Estate of Kim Segebarth with the power to fully administer the estate and act as its fiduciary.
- 2.8. On November 2, 2021 Plaintiff Susan Stone filed a Motion to Substitute Kathryn Eloff, Esq., who was appointed as Personal Representative of the Estate of Kim Segebarth, as the proper party for the decedent and that Mr. Segebarth's claims continue.
- 2.9. On November 4, 2021, Kathryn Eloff, Esq., Personal Representative of the Estate of Kim Segebarth, was substituted as the proper party for Kim Segebarth, decedent and Mr. Segebarth's claims continued.
- 2.10. The Named Plaintiffs have evaluated the time and expense that would be necessary to prosecute these claims to final judgment, the likely delays before any judgment could be entered, and the risk and inherent uncertainty of predicting the outcome of any complex litigation such as this. Based on their evaluation, the Named Plaintiffs have concluded that further proceedings are likely to be protracted, complex, expensive, and could have an uncertain outcome.
- 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 have concluded that it is in the best interests of the Settlement Class to settle the Litigation pursuant to the terms of this Agreement. They have concluded that this Agreement is fair, reasonable, and adequate to the Named Plaintiffs and the Settlement Class.
- 2.12. For its part, CertainTeed denies all allegations of fault, wrongdoing, or liability made in the Litigation. CertainTeed denies that its Shingles are or were defective in any way, or caused any property damage.
- 2.13. While denying any fault, wrongdoing, or liability, 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.
- 2.14. Therefore, CertainTeed and the Named Plaintiffs, acting for themselves and on behalf of the Settlement Class, have reached this Agreement with the intent to conclude this Litigation on fair terms.

3. CLASS CERTIFICATION MATTERS.

- 3.1. The Parties will request that the Court certify the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

4. INVESTIGATION BY PLAINTIFFS' COUNSEL.

- 4.1. Plaintiffs' Counsel has conducted an extensive investigation of the facts and circumstances related to the allegations in the Litigation, including but not limited to hiring and consulting with experts, inspecting Shingles installed on the homes of the Named Plaintiffs and class members, testing Shingles, interviewing potential witnesses and Shingle customers, reviewing internal documents produced by CertainTeed pursuant to requests, and researching the law applicable to liability, damages, jurisdiction, and procedure.
- 4.2. As part of their evaluation, Plaintiffs' Counsel received, reviewed and analyzed numerous internal documents and materials from CertainTeed including: (1) warranties; (2) third-party testing and audit reports; (3) information about manufacturing facilities; (4) design specifications; (5) sales data; (6) warranty claim submission information; (7) product brochures; and (8) physical samples of the Shingles. These documents included information spanning the period relevant to the Settlement Class, 1995-2010. Plaintiffs' Counsel also had the samples of Shingles tested and analyzed.
- 4.3. Plaintiffs' Counsel believe the information and materials received were sufficient to enable them to make a reasonable evaluation of the strengths and weaknesses of the claims of the Named Plaintiffs. Plaintiffs' Counsel have evaluated the time and expense that will be necessary to prosecute this case 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 the Litigation are likely to be further protracted, complex, and expensive, and that the outcome is uncertain.

5. CONSIDERATION AND BENEFITS TO SETTLEMENT CLASS MEMBERS.

- 5.1. The Settlement will be a claims-made settlement that CertainTeed will administer.
- 5.2. CertainTeed agrees to provide the following compensation to Eligible Claimants:
 - 5.2.1. If CertainTeed determines that any claim is an Eligible Claim in whole or in part, it will determine the amount of Replacement Area for which compensation will be made available. Replacement Area shall be described in terms of "squares," which is a unit of measure comprising a 10-foot by 10-foot roof area.
 - 5.2.2. If Qualifying Damage to the Shingles exists on greater than 5% of a given Roof Plane, the Replacement Area shall consist of the entire Roof Plane.
 - 5.2.3. If Qualifying Damage to the Shingles exists on less than 5% of the Roof Plane, the Replacement Area shall be limited to the Shingles exhibiting actual damage.

5.2.4. Extended Warranty Terms: Eligible Claimants will receive five (5) additional years of warranty coverage from CertainTeed.

5.2.4.1. Claimants with Shingles installed between 1995 and 2003 have limited warranties with twenty-five (25) years of warranty coverage from the date of installation. This term will be extended to thirty (30) years from the date of installation.

5.2.4.2. Claimants with Shingles installed between 2004 and 2010 have limited warranties with thirty (30) years of warranty coverage from the date of installation. This term will be extended to thirty-five (35) years from the date of installation.

5.2.5. Material Reimbursement: Eligible Claimants will receive \$40.00 per square for the Replacement Area subject to the proration schedule set forth in the subparts below.

5.2.5.1. Claimants with 30-year warranty terms (formerly 25-year terms) will have reimbursement prorated at 1/384 per month, which represents a 32-year proration schedule.

5.2.5.2. Claimants with 35-year warranty terms (formerly 30-year terms) will have reimbursement prorated at 1/444 per month, which represents a 37-year proration schedule.

5.2.5.3. There is no material reimbursement for unapplied Shingles.

5.3. Installation: If CertainTeed determines that installation errors predominantly caused any claimed damage, CertainTeed shall deny that portion of the claim as to Shingles not properly installed. The Claimant shall have an adequate opportunity to rebut any evidence of improper installation.

5.4. Prior Warranty Claim Offer if Signed Release Not Received By CertainTeed: If a Named Plaintiff or Eligible Claimant filed a warranty claim before or after the Litigation, and CertainTeed made a written cash offer to resolve that claim that was not accepted, then, upon submission of a new claim under this Settlement, CertainTeed will pay the Eligible Claim with the greater of either (i) that original offer, or (ii) the amount payable under the terms of this Settlement.

5.5. CertainTeed has no obligation to make any other payments to Eligible Claimants except as set forth in this Agreement.

6. TREATMENT OF PAST CLAIMS MADE AGAINST CERTAINTEED; CLAIMS OUTSIDE THE SCOPE OF THIS AGREEMENT.

6.1. The following types of claims are not eligible for relief under this Agreement:

(1) claims that have been resolved with a final judgment or dismissal, whether or not favorable to the Claimant; (2) claims that have been settled as evidenced by a written and signed release of CertainTeed; (3) claims for which a Settlement Class Member has received compensation from CertainTeed or an insurer, as evidenced by a check that has been cashed; (4) claims for which a Settlement Class Member has received replacement shingles from CertainTeed or any third party; or (5) claims for which a Settlement Class Member has previously submitted a warranty claim to CertainTeed for the Shingles and signed a release related to those claims.

- 6.2. Notwithstanding Section 6.1, a Settlement Class Member is not precluded from submitting for consideration a new claim that is for Shingles that were not the subject of a prior claim that was resolved or settled.
- 6.3. Nothing in this entire Agreement diminishes or extinguishes any rights that any person may hold under a limited warranty issued by CertainTeed as to any claims or portion thereof that are not resolved under the terms of this Settlement.

7. CLAIMS PROGRAM PROCEDURES

- 7.1. The Claims Program will commence in accordance with the terms and conditions of this Agreement no later than thirty (30) days after the Effective Date. To the extent not set forth herein, CertainTeed will establish all policies and procedures involved in processing claims under the terms of this Agreement, with input from Plaintiffs' Counsel.
- 7.2. CertainTeed will maintain a claim file of each claim submitted pursuant to this Agreement, including a record of compensation to be paid. CertainTeed will also provide Plaintiffs' Counsel with reports and information about each claim upon request.
- 7.3. All claim submissions under the Agreement must be submitted by sending a Claims Package to CertainTeed via U.S. Mail or other delivery service.
- 7.4. To be considered for payment, a claim must be received—either by U.S. Mail or other delivery service—by 6 p.m. on the final day of the Claims Period. Any Claims Package received by this deadline will be reviewed and processed by CertainTeed so long as it contains the basic documentation and information set forth in the Claim Form.
- 7.5. **Claims Package requirements.** A Settlement Class Member must submit a complete Claims Package, which shall include the completed and signed Claim Form, all supporting documentation and information listed on the Claim Form and a full sample of a Shingle removed from the roof or alternative evidence detailed herein in Section 7.5.6. The Claim Form is attached as Exhibit 1 to this Agreement and provides a detailed explanation of all required information and documentation, but generally requires the following:

- 7.5.1. **Background and contact information:** Address and information regarding the Claimant.
- 7.5.2. **Claimant verification information:** Information to prove that the Claimant is entitled to assert a claim for the building at issue—including (1) proof of ownership of the building on the date that the claim is filed or (2) a valid assignment of the claim to the Claimant (which is only permitted in this Agreement under Section 7.16).
- 7.5.3. **Building information:** Information regarding the building on which the Shingles were installed, including the quantity of Shingles for which the claim is made, and the date the Shingles were installed.
- 7.5.4. **Photos of building:** An “overall” photo of any Shingles for which a claim is made. (See the detailed photo rules below, Section 7.7.)
- 7.5.5. **Photos of damage:** For any Shingles for which a claim is made, “detail” photos of any Qualifying Damage sufficient to identify how much Qualifying Damage is present on a given Roof Plane. (See the detailed photo rules below, Section 7.7.)
- 7.5.6. **Proof of product identity and installation date:** Settlement Class Members must submit a full Shingle sample providing evidence that the Shingles are installed on the home. In lieu of a Shingle sample, CertainTeed may accept other forms of product identification that will establish the identity of the Shingles, such as photos, original purchase documents, and proof of installation date. If proper identification cannot be made or installation date cannot be determined from alternative forms of evidence, CertainTeed reserves the right to require that a full Shingle sample be submitted by the Claimant or the claim may be rejected. An unapplied Shingle sample may be used for product identification but cannot be used to determine Qualifying Damage.
- 7.6. **Optional Claims Package contents.** Claims Packages may also include, as additional evidence to assist with adjudicating the claim, any other document or material the Claimant believes will assist with adjudicating his or her claim, including but not limited to reports from building professionals, engineers, insurance adjusters.
- 7.7. **Detailed photo rules.** Each Settlement Class Member who submits a Claims Package must make an effort to submit photos of sufficient quality to establish the condition of the installed Shingles and size of the roof, so that the claim can be evaluated. The Settlement Class Member must provide one or more photos showing the Shingles from a distance sufficient to show the entire structure and Roof Plane, and a minimum of two (2) photos of each claimed Shingle showing the condition of the Shingles. The Settlement Class Member must identify exactly what location is depicted in each photo.

- 7.8. **Attestation.** In submitting a claim, Claimants must also declare under penalty of perjury on the Claim Form that the information submitted is true and that the photos submitted are typical of the damage for which the Claimant seeks a remedy. Claimants must agree to cooperate with CertainTeed and permit inspection of the building, if such inspection is deemed necessary by CertainTeed.
- 7.9. **CertainTeed's role and responsibilities as Administrator.**
- 7.9.1. After a claim is submitted:
- 7.9.1.1. CertainTeed must make the Claims Package—whether deemed sufficient or insufficient—available to Plaintiffs' Counsel within ten (10) days of a request by Plaintiffs' Counsel.
- 7.9.1.2. CertainTeed must determine whether the Claimant is a Settlement Class Member as defined by this Agreement.
- 7.10. If CertainTeed determines that the Claimant meets the definition of a Settlement Class Member, CertainTeed must then determine if the Claims Package contains the additional documentation necessary for CertainTeed to make a decision as to the claim's eligibility under this Agreement. CertainTeed does not adjudicate the claim at this stage; it merely determines whether the Claims Package is sufficiently complete for CertainTeed to determine whether the Claimant has an Eligible Claim and if so the extent of Qualifying Damage and Replacement Area.
- 7.10.1. **Opportunity to cure Claims Package.** Every Claimant will have no more than two (2) opportunities to cure a deficient but otherwise timely Claims Package.
- 7.10.2. If CertainTeed determines that a Claims Package is deficient, CertainTeed must send a deficiency letter (by U.S. Mail or e-mail, if one was provided and if Claimant has consented to communication by email) to the Claimant notifying the Claimant of that fact. The letter to the Claimant must explain why the Claims Package was deficient, explain what additional material is needed, and inform the Claimant of his or her opportunity to cure the deficiency within ninety (90) days.
- 7.10.3. If after the deficiency letter from CertainTeed, and if the Claimant fails to cure the identified deficiencies, CertainTeed must send an additional deficiency letter. The follow-up deficiency letter must advise the Claimant that if the Claimant does not resolve the identified deficiencies within ninety (90) days from the date of the additional letter, the claim will be denied. Final denial letters must be provided to Plaintiffs' Counsel within ten (10) days of any request for copies of same.
- 7.11. **CertainTeed's other Claims Package duties as Administrator.** CertainTeed may contact the Claimant in connection with his or her processing and evaluation

of the Claims Package, including by telephone and e-mail. It must document all communications (whether written, by e-mail, or by telephone) until the last claim is fully concluded under this Agreement.

- 7.12. **Right to deny for fraud.** After fourteen (14) days' written notice to Claimant and anyone acting on the Claimant's behalf, CertainTeed has the authority to deny any claim where it believes 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. CertainTeed may also take actions to prevent such practices in the future and must inform the Claimant and anyone acting on Claimant's behalf.
- 7.13. **Audits of CertainTeed as Administrator; disputes over operations.**
 - 7.13.1. CertainTeed's activities and records as Administrator may be subject to audit in the event Plaintiffs' Counsel believes that CertainTeed is not properly applying the terms of this Agreement, or if there is a question concerning the application of this Agreement generally, or if there is a question with respect to an individual claim.
 - 7.13.2. Within forty-five (45) days of each anniversary of the Effective Date, CertainTeed must file a report with the Court listing each claim, whether the claim was accepted or denied, and payment provided, if any. All personally identifiable information will be removed from the report. A detailed report, including identifying information of the Claimant, must also be made available to Plaintiffs' Counsel. The final reports should be served on the Court and Plaintiffs' counsel after the Claims Period is closed and all pending claims have been resolved.
- 7.14. **Expedited claims.** In situations in which a Claimant has advertised his or her building for sale, or where the Claimant alleges property damage to the structure requiring immediate repair, CertainTeed must use best efforts to expedite the claim.
- 7.15. **Repeat claims.** A Claimant whose claim is denied may submit a new claim after six (6) months if the Claimant alleges additional damage. The other terms of this Agreement—including the requirement that all claims must be submitted within the Claims Period—still apply.
- 7.16. **Limited assignment of claims; assignment when building is sold.** Settlement Class Members may not assign their claims, except as follows:
 - 7.16.1. When a building covered by this Agreement is sold by the original owner of the Shingles, and if there is no active claim pending, then any rights the seller has as a Settlement Class Member pass to the first subsequent purchaser of the building provided that under the terms of the applicable CertainTeed limited warranty the first subsequent purchaser (the

subsequent owner) has the right under the limited warranty to warranty coverage.

7.16.2. If there is an active claim pending, that claim belongs to the original owner selling the building. The seller may assign his or her rights to the claim to the purchaser of the building in writing either prior to or on the date of the sale of the building to the purchaser. Documentation of such assignment must be sent to CertainTeed as Administrator no later than ten (10) days after the sale of the building.

7.16.3. The seller may also retain the right to bring a future claim for himself or herself by making a written agreement signed with the purchaser that specifically describes this Agreement.

7.16.4. Only one person—the seller (original owner of the Shingles) or the purchaser (the first subsequent owner)—may recover under this Agreement, and any Shingles compensated for under the terms of this Agreement shall not be the subject of any future claim.

7.16.5. For purposes of this Section 7, references to sale of a building by the original owner to a purchaser shall also include transfers by and among trusts and their beneficiaries.

7.17. Confidentiality.

7.17.1. All information relating to the Agreement, including Claimants' claims and the operations of CertainTeed as Administrator, is confidential and proprietary. Only CertainTeed and its counsel, auditors, insurers and reinsurers, Plaintiffs' counsel, and the Court will have access to this information, and only as necessary to carry out this Agreement.

7.17.2. CertainTeed must oversee the protection and appropriate management of information to ensure performance with this Agreement.

7.17.3. CertainTeed must take security measures to prevent unauthorized access to information it obtains under this Agreement, as well as to prevent its loss, destruction, falsification, or disclosure.

7.17.4. If CertainTeed outsources the handling of any information, CertainTeed must ensure that outsourced companies take steps to ensure appropriate management of the information to prevent disclosure of personal or confidential information and prohibit use of information for any other purpose.

7.18. Independent review of denied claims. If CertainTeed denies a claim in whole or in part because the Claimant's Shingles do not exhibit Qualifying Damage, the Claimant may appeal the denial to an Independent Appeal Reviewer agreed upon by the parties. This appeal process is limited solely to denials for failure to

demonstrate Qualifying Damage. All other denials and determinations by CertainTeed are final. The following procedures will govern any such appeal:

- 7.18.1. The Claimant may initiate an appeal within forty-five (45) days of receipt of the claim denial notice by submitting a completed Notice of Appeal form to CertainTeed. The Notice may be submitted electronically to CertainTeed, or in hard-copy, to an address specified in the notice of claim denial. CertainTeed will provide Class Counsel with a copy of the Notice of Appeal. Within thirty (30) days of receiving the Notice of Appeal, CertainTeed shall transmit its claim file and the Notice of Appeal to the Independent Appeal Reviewer unless CertainTeed determines that the Notice of Appeal is incomplete, the appeal was submitted after the forty-five (45) day deadline, or the appeal does not relate to CertainTeed's determination regarding Qualifying Damage. If CertainTeed does not send its claim file and the Notice of Appeal to the Independent Appeal Reviewer, it must provide written notice to the Claimant that the appeal has not been initiated with the stated reason. If the stated reason is that the Notice of Appeal is incomplete, the Claimant shall have an additional thirty (30) days after the receipt of this notice to submit a revised Notice of Appeal. If the Claimant's revised Notice of Appeal is deficient for any reason, the Claimant shall have no further right to appeal and will be so notified by CertainTeed.
- 7.18.2. The Independent Appeal Reviewer shall review only those materials necessary to determine whether the Claimant's Shingles exhibited Qualifying Damage. The Independent Appeal Reviewer will make best efforts to complete the review process within thirty (30) days of receipt of the complete file related to the appeal.
- 7.18.3. CertainTeed may, but is not required to, confer with the Independent Appeal Reviewer in connection with the review of any appeal. CertainTeed may also present testimony, declarations, or other evidence in support of CertainTeed's determination that the Shingles did not exhibit Qualifying Damage. In the event CertainTeed invokes this option, the Independent Appeals Reviewer will allow the Claimant and Class Counsel fourteen (14) days to present any supplemental evidence in furtherance of the appeal.
- 7.18.4. Within sixty (60) days of receipt of the appeal by the Independent Appeal Reviewer, the Independent Appeal Reviewer shall provide a written determination, setting forth the basis for its decision. In conducting its review of Claims, the Independent Appeal Reviewer shall review the complete file of the Claim, including any inspection results and evidence received pursuant to Section 7.18.3 above, and shall determine only whether the Claimant's Shingles exhibited Qualifying Damage in accordance with the provisions of this Agreement.

7.18.5. The Independent Appeal Reviewer may provide only the compensatory relief provided for by this Agreement, and may not award any other relief with respect to any claim governed by this Agreement.

7.18.6. CertainTeed will pay any final award of the Independent Appeal Reviewer to the Claimant within forty-five (45) days of receipt of its decision. CertainTeed will also pay all costs of the Independent Appeal Reviewer.

7.18.7. Should a Claimant's appeal be denied by the Independent Appeal Reviewer and future Qualifying Damage occurs to the Claimant's Shingles, consistent with Section 7.15, the Claimant may submit a new claim to CertainTeed.

8. ATTORNEYS' FEES AND INCENTIVE PAYMENTS TO NAMED PLAINTIFFS.

8.1. Plaintiffs' Counsel will make an application for an award of attorneys' fees and litigation costs in this Litigation. The Court will determine the amount to be paid to Plaintiffs' Counsel for their work and their expenses. Plaintiffs' Counsel must file the application for fees and costs no later than forty-five (45) days after the notice plan established in Section 10 of this Agreement begins.

8.2. CertainTeed has agreed not to oppose an award of attorneys' fees and litigation costs and incentive awards to Named Plaintiffs totaling One Million Six Hundred Ninety Thousand Dollars (\$1,690,000).

9. THE PRELIMINARY APPROVAL ORDER.

The Court entered the Preliminary Approval Order on August 2, 2022 and entered an order modifying the Preliminary Approval Order on August 18, 2022.

10. NOTICE OF PROPOSED SETTLEMENT.

10.1. The Parties agree that reasonable notice of this Agreement, consistent with law, including Rule 23 of the Federal Rules of Civil Procedure and the Due Process requirements of the United States Constitution, must be given to Settlement Class Members.

10.2. The Parties have developed a notice plan as described in Exhibit 4 attached to this Agreement.

10.3. Notice will be targeted to building owners, and specifically, to building owners where the greatest concentration of the Shingles was sold; to building owners where CertainTeed has received its greatest concentration of warranty claims; and to owners of buildings known or suspected to have the Shingles installed. Notice will also be targeted to participants in the supply chain (distributors, suppliers, builders).

- 10.4. The Parties have agreed that CertainTeed will pay the cost of notice, which will be national in scope, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and Due Process, be disseminated by direct mail, digital and social media, and will be provided by an experienced Third-Party Notice Provider.
- 10.5. Notice will be given over an appropriate time, with two overlapping goals: (1) the intent to maximize Settlement Class Members' right to be heard prior to the Agreement's Effective Date, including through objecting or seeking exclusion, and (2) the intent to ensure continued notice throughout the Claims Period so that Claimants whose claims arise in the future are reminded of and remain aware of the availability of benefits under this Agreement.
- 10.6. Plaintiffs' Counsel and CertainTeed may confer on the notice plan and make adjustments as necessary, so as to learn from the response rates to various forms of notice.
- 10.7. **Long-form notice by mail to Settlement Class Members.** A long-form notice, a copy of which is attached as Exhibit 5 to this Agreement, will be mailed, first class postage prepaid, to each ascertainable Settlement Class Member identified by the Parties through reasonable efforts, including all Settlement Class Members who have submitted a warranty claim for the Shingles in the past, subject to the eligibility requirements of Section 6.
 - 10.7.1. **Undeliverable mail.** The Notice Provider will promptly log each long-form notice that is returned as undeliverable and make the log available to Plaintiffs' Counsel and CertainTeed. The Notice Provider will take reasonable steps to update undeliverable addresses, including the National Change of Address Database or other reasonable means, and send a second copy of the long-form notice. If any long-form notice is returned as undeliverable a second time, no further mailing is required.
- 10.8. **Notice by mail to entities in the distribution chain.** The Notice Provider, using the information made available by CertainTeed and Plaintiffs' Counsel, will send written notices via U.S. Mail to all known entities in the distribution chain for the Shingles (distributors, suppliers, builders).
- 10.9. **Website.** As soon as practicable, CertainTeed or the Notice Provider will publish a website regarding this Settlement, the contents of which will be approved by Plaintiffs' Counsel and CertainTeed. The address for the website is to be simple and easy for homeowners to remember and enter and must be included in published notices. The website will provide: (1) generalized information about the Agreement, its scope, and its remedies; (2) deadlines for opting out of or objecting to the Agreement, and the dates of relevant Court proceedings, including the Final Approval Hearing; (3) information on making a claim; (4) the phone number established under Section 10.12; and (5) relevant legal documents

like this Agreement and settlement notices. The website is to remain active for six (6) months after the Claims Period.

- 10.10. **Internet advertising.** As part of the notice plan, the Notice Provider will run advertising on websites and Internet ad platforms similar to Google and Facebook. The advertising will be targeted to reach Settlement Class Members and entities in the distribution chain (distributors, suppliers, builders). The advertising will direct viewers to the Settlement's website. Search keyword advertising may also be used.
- 10.11. **Press release.** A press release announcing the settlement, which must be approved in advance by CertainTeed and Plaintiffs' Counsel, will be released through PR Newswire.
- 10.12. **Call center.** As soon as practicable, the Notice Provider will set up a call center. A toll-free number for the call center will be included in the published notices. The call center will: (1) receive requests for any materials described in this Section or available on the Settlement website; (2) provide information on deadlines to opt-out, object, file a claim, and relevant Court proceedings; and (3) mail requested materials to Settlement Class Members to file claims with the Claims Administrator.
- 10.13. At least seven (7) days before the Final Approval Hearing, the Notice Provider will file proof, by declaration, that it has implemented the notice plan described in this Section 10 as approved by the Court.
- 10.14. **Reports on the Notice Provider's activities.** The Notice Provider will make periodic reports available to Plaintiffs' Counsel and CertainTeed that show: calls and inquiries made to the call center; logs of mail received, requested, and sent out; detailed activities on the Settlement website; and the response rates to all notice activities.
- 10.15. **CertainTeed's own website.** CertainTeed will also include, in the pages of its website that deal with warranty claims for the Shingles, information about the benefits available under this Agreement, and a link to the Settlement's website. This information will be included on CertainTeed's website as soon as practicable and until the expiration of the Claims Period.
- 10.16. The Notice Provider, in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715(b), will send required materials to the appropriate federal and state officials designated in that Act.

11. SETTLEMENT CLASS MEMBERS' RIGHT TO BE EXCLUDED AND TO OBJECT.

- 11.1. A Settlement Class Member may seek exclusion from the Settlement Class ("opt-out") or may object to the Agreement. In the event that there is more than one

owner of a building, all owners listed on the title must sign the request for exclusion or objection to the Agreement.

- 11.2. The Preliminary Approval sets November 22, 2022 as the deadline to seek exclusion or object to the Settlement (“Exclusion or Objection Deadline”).
- 11.3. To be excluded, a Settlement Class Member must fully complete and sign the Opt-Out Form, attached as Exhibit 3 to this Agreement, and send it using the directions on the form. Opt-Out Forms must be actually received by the Exclusion Deadline to be effective.
- 11.4. Any Settlement Class Member who has not sent a completed Opt-Out Form will be bound by this Agreement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt-out of this Agreement is not entitled to a remedy under this Agreement and is not affected by this Agreement.
- 11.5. Any Settlement Class Member who submits a valid Opt-Out Form will not be permitted to object to the Agreement. However, Settlement Class Members who have elected to opt out of the Settlement Class may withdraw their opt out requests if they accept the benefits and terms of this Agreement.
- 11.6. Plaintiffs’ Counsel have the right to contact persons, or their attorneys if represented by counsel, who submit Opt-Out Forms and objections to the Agreement.
- 11.7. Within seven (7) days after the Exclusion or Objection Deadline, Plaintiffs’ Counsel and/or the Notice Provider will e-mail CertainTeed a copy of all Opt-Out Forms so that CertainTeed may consider whether to exercise its right to terminate under Section 15.4 of this Agreement.
- 11.8. **Objecting to the Settlement.** A Settlement Class Member may object to this Agreement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Court, Plaintiffs’ Counsel, and CertainTeed’s counsel. Information on the objection procedure will be provided in the long-form notice and on the Settlement’s website. To be valid, an objection must: (1) bear the signature of the Settlement Class Member (even if represented by counsel); (2) contain the Settlement Class Member’s current address, phone number, e-mail address, and the address of each property on which the Shingles may be installed; (3) state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing; (4) contain the number of class action settlements objected to by the Class Member in the last three (3) years; (5) if submitted by counsel, list prior representations by the same counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against that counsel **AND** (6) meet the Exclusion or Objection Deadline. If the Settlement Class Member is represented by counsel, the objection must also be signed by the attorney who represents the Settlement Class Member.

- 11.9. Objections sent by any Settlement Class Member to incorrect locations will not be valid.

12. FINAL JUDGMENT OF DISMISSAL.

- 12.1. On or before December 7, 2022 the Parties will file a joint motion, requesting that the Court grant final approval of this Agreement and enter a Final Approval Order and Final Judgment.
- 12.2. If the Court grants final approval, the Final Approval Order must:
- 12.2.1. State that the Agreement is fair, reasonable, and provides an adequate remedy for the members of the Settlement Class, and state that the Agreement comports with Fed. R. Civ. P. 23.
 - 12.2.2. Find that the notice plan in this Agreement fairly and adequately informed Settlement Class Members of all material elements of this Litigation, and constituted sufficient notice to them in accordance with Fed. R. Civ. P. 23.
 - 12.2.3. Order that the Agreement be implemented.
 - 12.2.4. Dismiss the Litigation with prejudice.
 - 12.2.5. State that each Settlement Class Member is deemed to have given the Release described in Section 13.
 - 12.2.6. Approve whatever award of attorneys' fees and expenses for Plaintiffs' Counsel and incentive awards the Court finds appropriate.
 - 12.2.7. Retain jurisdiction over performance and administration of the Agreement.
 - 12.2.8. Permanently bar and enjoin Settlement Class Members from asserting claims directly or indirectly against the Released Persons (as defined in this Agreement).

13. RELEASE.

- 13.1. "Released Persons" means CertainTeed, as it is defined in Section 1.2 of this Agreement, CertainTeed Corporation and CertainTeed's past, present and future affiliates, related entities, parent companies, subsidiary companies, divisions, and each of their respective predecessors, successors, officers, directors, managers, employees, trustees, fiduciaries, administrators, agents, representatives, principals, accountants, counsel, auditors, insurers, and reinsurers.
- 13.2. "Releasing Parties" means all Settlement Class Members who do not properly seek exclusion from this Agreement under Section 11 of this Agreement.

- 13.3. The Settlement Class intends to compromise all claims and causes of action that were asserted, or that could have been asserted, in the Litigation against CertainTeed, relating to the Shingles, and the Released Persons, while reserving all the claims and causes of action that Settlement Class Members have against the persons and entities that built the buildings with the Shingles and against the persons who installed the Shingles.
- 13.4. **Operative release clause.** Upon the Court's entry of the Final Approval Order, all Releasing Parties will be conclusively deemed to have released and forever discharged (as if 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 homeowner associations or similar entities), heirs, executors and administrators, successors, attorneys, representatives, insurers, and assigns, the Released Persons, from each and every claim of liability, whether in tort or otherwise, including subrogation claims or damages or relief under federal law or the law of any state or local government, which arises out of the purchase, installation, and/or use of the Shingles, including without limitation all claims or liability on account of or related to damage caused by the Shingles as alleged or as could have been alleged in the complaints in the Litigation.
- 13.5. **Types of damages released.** The Releasing Parties expressly release all claims for penalties, incidental damages, 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.
- 13.6. **Waiver of future claims.** This release includes all claims that the Settlement Class Members have or may hereafter discover related to the Shingles 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 will 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 the claims asserted, or which could have been asserted, in the Litigation.

Notwithstanding the foregoing it is expressly not the intent of this Settlement Agreement to modify or waive any rights that a Party may have under any applicable warranty issued by CertainTeed as to any claims or portion thereof that are not resolved under the terms of this Settlement.

- 13.7. **Treatment of non-parties.** It is the intent of the Parties that no Releasing Party can recover, directly or indirectly, any sums for claims released by operation of this Agreement from the Released Persons, other than the compensation received under this Agreement. Therefore, none of the Released Persons will have any obligation to make any payments to any non-parties by way of contribution or indemnification or otherwise relating to the Shingles for which a Releasing Party was eligible to receive a remedy under this Agreement.
- 13.8. The Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Code of Civil Procedure §§ 877 and 877.6 and comparable laws in other states, that the Parties will 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 Released Person) and that all payments made under this Agreement relate to claims arising out of or related to the Shingles.
- 13.8.1. 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 will 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.
- 13.8.2. Plaintiffs' Counsel must 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.
- 13.9. 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 Shingles, the Releasing Parties 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 assumes 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 will not limit, waive, or reduce the foregoing release.

- 13.10. **Preservation of governmental claims.** Notwithstanding the general terms of the release, nothing in the release should 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 the Litigation.
- 13.11. **Matters not released.** The Releasing Parties specifically reserve any and all other claims and causes of action against any installers of the Shingles, but only in their role as installers, not sellers.

14. EXCLUSIVE REMEDY; DISMISSAL OF LITIGATION; CONTINUING JURISDICTION OF COURT.

- 14.1. The exclusive remedy for all Settlement Class Members' claims that are released pursuant to this Agreement is the compensation specified in this Agreement, and any remedies available under applicable active CertainTeed warranties that remain available to the Settlement Class Members.
- 14.2. When the Court has entered its Final Approval Order for this Agreement, each Settlement Class Member who has not properly sought exclusion from the Agreement will be barred from initiating, asserting, or prosecuting any legal claim against CertainTeed where the subject matter of the claim is within the scope of this Agreement.
- 14.3. Upon the entry of the Final Approval Order, the action brought by Named Plaintiffs will be dismissed with prejudice.
- 14.4. The Court is the exclusive forum for any person to seek to enforce this Agreement. The Court shall retain exclusive 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.

15. OTHER TERMS AND CONDITIONS.

- 15.1. **Not effective until Effective Date.** This Agreement and the obligations of the Parties under this Agreement are expressly conditioned upon the occurrence of the Effective Date.
- 15.2. **Unenforceability or failure of Agreement; outcome.** In the event that this Agreement does not become effective for any reason, this Agreement will become

null and void and of no further force and effect. The Parties and Settlement Class Members will 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 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 Agreement as so amended. This Agreement does not become null and void under this Section just because one of the following occurs: (1) the Court awards a lower incentive award to a Named Plaintiff than sought; (2) the Court awards less in attorneys' fees, costs, and disbursements to Class Counsel than sought; (3) an appellate court reverses or lowers any such award.

- 15.3. **No admission of liability.** The Parties have agreed that the fact that this Agreement has been reached does not constitute any admission of CertainTeed's liability.
- 15.4. **"Blow provision."** If the number of opt-outs from the Settlement that are received from Settlement Class Members during the Opt-Out Period exceeds the number agreed to in writing by the Parties ("the Opt-out Number"), then CertainTeed will have the right, at its option, to terminate the Settlement. CertainTeed shall advise Plaintiffs' Counsel and the Court, in writing, of this election within ten (10) business days of receiving the final list of opt-outs. 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.
- 15.5. **Company's warranty of authority to execute.** CertainTeed represents and warrants that: (1) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated within; (2) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (3) its signatories to the Agreement have full authority to sign on behalf of and to bind CertainTeed to its terms; and (4) this Agreement has been duly and validly executed and delivered by CertainTeed and constitutes its legal, valid, and binding obligation.
- 15.6. **Named Plaintiffs' warranty.** Counsel for the Named Plaintiffs represent that they have been fully authorized to execute this Agreement on behalf of their clients.
- 15.7. **Full cooperation.** 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 any further documents that are reasonably necessary to carry out this Agreement.

- 15.8. **Succession.** This Agreement will be binding upon and inure to the benefit of the Parties to this Agreement and to all Settlement Class Members and their respective agents, heirs, executors, administrators, successors, or assigns. Section 7.16 of this Agreement (regarding Settlement Class Members' limited right to assign their claims) controls over any conflict in this Section.
- 15.9. **Entire agreement; integration clause; modification in writing only.** This Agreement is the entire agreement of the Parties with respect to the subject matter thereof. This Agreement is not subject to any condition not expressly provided for herein, and there are no collateral or oral agreements relating to the subject matter of the Agreement that are not referenced in this Agreement. In entering this Agreement, no Party is relying on any promise, inducement, or representation other than those set forth in the Agreement. Any modification to this Agreement must be in writing, signed by counsel for each of the Parties.
- 15.10. **Exhibits incorporated.** The exhibits attached to this Agreement are integral parts of the Agreement and are incorporated within.
- 15.11. **Applicability of waivers of rights.** The waiver by any party to this Agreement of any breach of its terms should not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.
- 15.12. **Form of execution.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute one Agreement, regardless of whether all Parties signed the same counterpart. The Agreement does not take effect until all Parties have executed at least one counterpart. Execution by electronic means is acceptable by agreement of the Parties.
- 15.13. **Choice of law.** This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to any of its conflict of laws principles.
- 15.14. **Headings.** Any headings, subheadings, or titles in this Agreement are for convenience only and do not have any legal effect.

WHEREFORE, the undersigned have executed this Agreement on behalf of their clients:

/s/ Charles S. Schaffer

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Date: September 2, 2022

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Date: September 2, 2022

EXHIBITS

- Exhibit 1 Claim Form with List of Information Needed for Claims Package
- Exhibit 2 Notice of Appeal Form
- Exhibit 3 Form to request exclusion from Agreement (the “Opt-Out Form”)
- Exhibit 4 Declaration describing Notice Plan
- Exhibit 5 Long-form notice to Settlement Class Members

EXHIBIT 1

Claim Form with List of Information Needed for Claims Package

CERTAINTEED FIBERGLASS HORIZON SHINGLES

CLASS ACTION SETTLEMENT

CLAIM FORM

INSTRUCTIONS

Please read these instructions carefully. If you need assistance completing the Claim Form, please visit [insert website] and go to [insert webpage specifics]. If you still have questions, you may email the Claims Administrator at _____.

How to determine whether to submit this Claim Form.

- You should submit this Claim Form if you own a building located in the United States on which CertainTeed Fiberglass Horizon Shingles were installed between 1995 and 2010 that experienced Qualifying Damage. Qualifying Damage is defined as cracking, fishmouthing, curling, degranulating or other premature deterioration caused by a manufacturing defect. You should submit this Claim Form only if you believe that your CertainTeed Fiberglass Horizon Shingles have exhibited Qualifying Damage. This Settlement does not apply to CertainTeed organic Horizon Shingles.
- The Settlement Agreement, including the criteria for determining eligibility for a remedy, can be found on the website, [insert website].

Deadline and Submission Method

- Claim Forms may be submitted via email or mailed and postmarked by _____. Claims can be emailed to _____ or mailed to _____.

Claim Form Completion

- You must fill out this form in its entirety, answer all questions and sign and date the form. You must include all requested documentation, including proof of building ownership, photographs of Qualifying Damage, and proof of product identity, which is best demonstrated with a shingle sample. Failure to provide the Claim Form and all photographs and supporting documentation will delay the processing of your claim. If you have a question or need to contact the Claims Administrator, email [insert email address], call [insert phone number], or write to the address above.
- Unless you requested exclusion from the class, you will be bound by the Settlement Agreement and final judgment even if you do not submit the Claim Form. If your Claim Form is incomplete, contains false information, or is not timely, your claim will be rejected and you will waive all rights to receive a remedy under this Settlement. The Claims Administrator may contact you to request more information to verify your claim. 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.
- Please keep a personal copy of the Claim Form and all enclosures. **Do not submit your only copy of the supporting documents.** Materials will not be returned. All copies of documentation submitted in support of this claim should be clear, legible, and complete.

CLAIMANT AND PRODUCT INFORMATION

Name:	Co-Owner's Name:
Street Address:	City, State, Zip
Daytime Phone:	Alternate Phone:
E-mail:	Do you consent to receive official information about the claim via e-mail? YES / NO
Do you currently own the property? YES / NO	Are there any co-owners of the property? If so, please list their names:
<p align="center">Original Owner or Eligible Transferee:</p> <p>Are you the original owner of the Shingles installed on the property? YES / NO</p> <p>If you answered no, were you the first subsequent owner of the property after the Shingles were installed? YES / NO</p> <p>If you answered no, you are not covered by the Limited Warranty for CertainTeed Fiberglass Horizon Shingles and are not eligible for relief under this Settlement. Eligible subsequent owners are described in the Limited Warranty applicable for each installation year.</p>	

What was the approximate installation date (month/year) of the CertainTeed Fiberglass Horizon Shingles on your property?

_____/_____/_____

Please provide the name and address, if known, of the builder or contractor who installed the Shingles.

Name of contractor/builder/roofer:_____

Street Address:_____

City:_____State:_____Zip Code: _____

Website, if any: _____

DESCRIPTION OF PROPERTY WHERE SHINGLES ARE OR WERE INSTALLED

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

STREET ADDRESS OF BUILDING WITH SHINGLES, 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)

If you are not the original owner or first subsequent owner (transferee), you do not qualify for relief under this Settlement. Coverage for first subsequent owners is described in the Limited Warranty applicable to the Shingles' installation year. You must provide documentation of the date you acquired the property.

PROPERTY TYPE

What type of property are the Shingles 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:

AMOUNT OF SHINGLES INSTALLED ON PROPERTY

Total square feet of each structure on the property with the Shingles (outside footprint if known; if not, interior square footage): _____

Total square feet or quantity of Shingles on each roof plane of each building:

1. _____

2. _____

3. _____

4. _____

Total square feet or quantity of Shingles that are damaged on each roof plane:

1. _____

2. _____

3. _____

4. _____

The number of stories the property has: _____

The pitch of the Roof(s): _____

Note: The pitch of the roof refers to the slope of the roof. A roof's pitch is calculated by the number of inches it rises vertically for every 12 inches it extends horizontally. So a roof that rises 6 inches vertically for every 12 inches horizontally has a 6/12 pitch.

Note: You may submit measurements for each Roof Plane to assist the Claims Administrator's determination of the measurements.

REPAIR/REPLACEMENT HISTORY

Have you repaired or replaced any Shingles? ____ / ____

(Yes / No)

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

OTHER CLAIMS

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

(Yes / No)

If yes, provide your warranty claim number: #: _____

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

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

Was the property the subject of an insurance claim regarding the shingles? _____ / _____
(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? _____

QUALIFYING DAMAGE

CONDITION OF THE SHINGLES

Describe your specific concern with the CertainTeed Fiberglass Horizon Shingles and specify the areas of the Roof where those concerns are manifested. Identify each Roof Plane with Qualifying Damage as well as the percentage of the Roof Plane exhibiting Qualifying Damage.

PRODUCT IDENTIFICATION

THE SHINGLE SAMPLE

IMPORTANT: Providing a shingle sample is the most expeditious and sometimes the only means by which your claim can be processed and compensation paid. A sample shingle from your roof is the best evidence that the shingles on your roof are CertainTeed Fiberglass Horizon Shingles and of the current condition of your shingles. Therefore, providing a shingle sample will help speed review of your claim and help you avoid follow up questions and delays during the claims process.

If you are able to submit a shingle sample, please:

- Request a roofing contractor carefully remove a **full shingle** from the roof of the property, which clearly

demonstrates the condition of the shingles. Shingles of the same or similar design must be installed immediately to replace the removed sample in order to prevent serious leakage. Your roofing contractor may be able to take photographs of your roof and provide roof measurements (number of squares applied to the roof).

- Label your shingle sample with the Claimant name and Claimant address.
 - Pack and ship the shingle as directed in the shingle sample removal instructions included in this packet. The shingle sample must be shipped FLAT to ensure proper evaluation. All shingle samples submitted become the property of CertainTeed LLC and are not returnable.
- ☐ I am submitting a full shingle sample in support of my claim as directed in the instructions above. I certify that this shingle was installed on the structure with respect to which I am making my claim. **(Please check box to verify the truth of this statement).**

If you are unable to provide a shingle sample, you still must provide credible evidence (a) that the shingles that are the subject of the claim are CertainTeed Fiberglass Horizon Shingles; (b) of the quantity of shingles; (c) of the date of installation; and (d) that the shingles meet the criteria for Qualifying Damage under the Settlement Agreement. CertainTeed reserves the right to require a shingle sample if it determines that the alternative evidence that you supply does not adequately demonstrate that CertainTeed Fiberglass Horizon Shingles were installed on your roof, the quantity of shingles, the date of installation, and that the shingles meet the criteria for Qualifying Damage under the Settlement Agreement.

- ☐ I am unable to provide a shingle sample but nevertheless I believe I have sufficient documentation to substantiate my claim. I am enclosing a separate sheet of paper that explains in detail why I am unable to provide the sample, and how the documentation that I am submitting provides substantiation for the criteria noted in (a) through (d) in the preceding paragraph. **(Please check box to verify the truth of this statement).**

OTHER DOCUMENTATION

IMPORTANT: Each submitted document must be labeled with the Claimant Name and Address. Photographs must also be labeled to identify the plane or area of the roof 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 CertainTeed Fiberglass Horizon Shingles, such as an invoice, purchase order, or written statement from the supplier, builder or another third-party; or a prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that the Shingles on the structure are CertainTeed Fiberglass Horizon Shingles. In some cases, photographs of the Shingles may be sufficient to establish that the Shingles installed on the property are CertainTeed Fiberglass Horizon Shingles. Bids and estimates are not acceptable.
- ☐ Documentation of date of manufacture, purchase, or installation.

If the product identification documents do not show a manufacture, purchase, or installation date, then other documentation that may show the date of installation would include: a dated receipt for purchase of the Shingles; an invoice for installing the Shingles from a third-party; a certificate of occupancy or final building inspection; a Building Permit; or a photograph of the back of the Shingles which indicates a date of manufacture. The Building Permit should be available by contacting your local township or municipality's building department. Bids and estimates from third-parties for shingle installation are not acceptable.

- ☐ Documentation of building ownership or valid assignment of claim.
- ☐ Documentation of quantity of Shingles where Qualifying Damage is being sought in order to determine Replacement Area eligibility.
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 Shingles may be accepted if other documentation is not available, along with the square footage of the roof. Your roofing contractor may be able to assist in taking photographs and providing square footage of the roof.
- ☐ Documentation of Qualifying Damage.
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 roof and CertainTeed Fiberglass Horizon Shingles in sufficient detail and quality to allow the Claims Administrator to evaluate whether and how much of your Shingles have Qualifying Damage pursuant to the Agreement, and to determine the nature and extent of any affected areas.
- ☐ **General** photographs of: (1) house number for address identification; (2) the entire structure (each Roof Plane) from the ground level; and (3) the entire front of the structure from a distance.
- ☐ **A minimum of two** photographs of each Roof Plane with Shingles where Qualifying Damage is being claimed. Such photographs should include close-up photographs of any condition being claimed as Qualifying Damage. When the roofing contractor is removing Shingles for your claim, the contractor may be able to take photographs to demonstrate Qualifying Damage and the size of your roof.

If there are any questions that arise completing this checklist, please call _____ for assistance.

VERIFICATION AND CERTIFICATION

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

☐ RELEASE. I acknowledge that in exchange for the consideration of the benefits provided in the Settlement that I am bound by the terms of the Settlement Agreement approved by the Court in *Segebarth, et al. v. CertainTeed LLC*, Civil Action No. 2:19-cv-05500-PD (“the Litigation”), including the Release section set forth in Section 13. Accordingly, I, on behalf of myself and my agents (including homeowner associations or similar entities), heirs, executors and administrators, successors, attorneys, representatives, insurers, and assigns, release and forever discharge CertainTeed LLC, CertainTeed Corporation and CertainTeed’s past, present and future affiliates, related entities, parent companies, subsidiary companies, divisions, and each of their respective predecessors, successors, officers, directors, managers, employees, trustees, fiduciaries, administrators, agents, representatives, principals, accountants, counsel, auditors, insurers, and reinsurers, from each and every claim of liability, whether in tort or otherwise, including subrogation claims or damages or relief under federal law or the law of any state or local government, which arises out of the purchase, installation, and/or use of the CertainTeed Fiberglass Horizon Shingles, including without limitation all claims or liability on account of or related to damage caused by the CertainTeed Fiberglass Horizon Shingles as alleged or as could have been alleged in the complaints in the Litigation.

CERTIFICATION

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

All samples or photographs I have supplied are typical of the damage to the Roof or Roof Plane for which I seek compensation.

This document is signed under penalty of perjury. By my signature below, I also authorize the Claims Administrator to verify the Claim, including by retaining an Inspector to inspect the CertainTeed Fiberglass Horizon Shingles 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.
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 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 or tracking with confirmation of delivery.
6. If you move, or if the Settlement 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 _____.

Shingle Sample Packing Instructions:

To ensure a proper and timely evaluation of your claim, the manner in which your shingle sample is packaged and shipped to the Claims Administrator is very important. The applied and complete shingle sample must be shipped flat (do NOT fold, cut or roll up the shingle).

To make a shingle box:

- A. Obtain 1 or 2 large cardboard boxes and cut down the sides of the box.
- B. Place the sample in the center and cut away the excess cardboard. “Sandwich” the sample between the two pieces of cardboard. The finished pieces should be around 12 1/2” x 37” (for English size shingles), 14” x 40” (for Metric size shingles) and 18 1/2” x 37” (for oversize shingles).
- C. Include the completed CertainTeed Fiberglass Horizon Shingle Class Action Settlement Claim Form, photographs, and other documentation in a separate envelope and place in the envelope with the shingles.
- D. Tape securely around the entire circumference of the box with duct or packaging tape and place the address label provided on the outside of the box.
- E. We recommend shipping insured USPS (United States Postal Service), UPS (United Parcel Service), FedEx (Federal Express) or another traceable and insured carrier.

EXHIBIT 2

Notice of Appeal Form

CERTAINTEED FIBERGLASS HORIZON SHINGLES

CLASS ACTION SETTLEMENT

NOTICE OF APPEAL FORM

INSTRUCTIONS

How to determine whether to submit this Notice of Appeal Form.

- You can only file an appeal if the Claims Administrator denied your claim in whole or in part ***because your shingles did not exhibit Qualifying Damage***, which is cracking, fishmouthing, curling, degranulating or other premature deterioration caused by a manufacturing defect. **You should submit this Notice of Appeal Form only if your initial claim was denied based on a lack of Qualifying Damage. All other denials and determinations are final, and you are ineligible for an appeal.**
- The Amended Settlement Agreement, including the criteria for determining eligibility for a remedy, can be found on the website, www.FiberglassHorizonSettlement.com.

Deadline and Submission Method

- A Notice of Appeal Form may be submitted via email or mailed and postmarked within 45 days of receipt of your claim denial notice. Notice of Appeal forms can be emailed to _____ or mailed to _____.

Appeal Form Completion

- You must fill out this Notice of Appeal Form in its entirety, answer all questions and sign and date the form.
- Please keep a personal copy of the Appeal Form and all enclosures.

Appeal Process

- Within 30 days of receiving your timely and properly completed Appeal Form, CertainTeed will transmit your appeal to the Independent Appeal Reviewer. CertainTeed will not transmit appeals if the underlying claim denial was for a reason other than lack of Qualifying Damage.
- CertainTeed will notify you in writing if your Notice of Appeal Form is not properly completed or if your claim is not eligible for appeal. If CertainTeed informs you that your Notice of Appeal Form is not properly completed, you will have **one** opportunity to correct the deficiencies in your Notice of Appeal Form within 30 days. If you fail to correct the deficiencies, or if your revised Notice of Appeal Form is deficient, you will have no further right to appeal and you will be notified.
- The Independent Appeal Reviewer will review your claim to determine whether your shingles exhibit Qualifying Damage. Approximately 60 days after receiving your appeal from CertainTeed, the Independent Appeal Reviewer will provide a written determination, setting forth the basis for its decision.
- If the Independent Appeal Reviewer finds that your shingles exhibit Qualifying Damage, CertainTeed will pay the final award amount under the terms of the Amended Class Action Settlement Agreement within 45 days of receiving the Independent Appeal Reviewer's decision.

CLAIMANT INFORMATION

Claim Number: CR _____	
Name:	Date:
Street Address:	City, State, Zip
Daytime Phone:	Alternate Phone:
Email Address:	
Grounds for Appeal:	
QUALIFYING DAMAGE CERTIFICATION (Please place a check next to the sentence below confirming the reason for denial of your class action claim):	
<input type="checkbox"/> My fiberglass Horizon class action claim was denied based on a lack of Qualifying Damage.	

VERIFICATION AND CERTIFICATION

CERTIFICATION

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

This document is signed under penalty of perjury. By my signature below, I also authorize the Independent Appeal Reviewer to review all documentation related to my initial Claim and to contact me if necessary.

Signature of Owner

Date

EXHIBIT 3

Form to Request Exclusion from Agreement (the “Opt-Out Form”)

Exhibit 3

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

KIM SEGEBARTH and SUSAN STONE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CERTAINTEED LLC,

Defendant.

Civil Action No: 19-cv-5500

OPT – OUT FORM

I hereby request that I be excluded from the Settlement Class in Segebarth, et al. v. CertainTeed LLC, Civil Action No. 19-cv-5500, on behalf of myself and any other co-owner named below. I understand that by excluding myself from the Settlement Class, I will not receive any benefits from the settlement. **I understand that if any other person is a co-owner of the home with the CertainTeed Fiberglass Horizon shingles (also referenced as “Shingles”), that co-owner must sign this form or I must have authority to sign for him/her.**

Name and Address of person completing this Opt-Out Form

Telephone Number

Email Address

Signature(s)

Names and addresses of any co-owners of the home on which the CertainTeed Fiberglass Horizon Shingles are installed

Address of Class Member’s Home on which the Shingles are Installed (If you own more than one home on which the Shingles are installed, please identify that home by its address as well.)

Date of Shingles Installation

Exhibit 3

AMOUNT OF CERTAINTED FIBERGLASS HORIZON SHINGLES INSTALLED ON PROPERTY:

For each structure on the property with Shingles installed, list:

- ☐ Total square feet of the structure
- ☐ Total square feet of Shingles installed
- ☐ Total square feet of Shingles damaged, if any (Attach additional pages, if necessary)

DESCRIPTION OF ALL DAMAGE TO THE SHINGLES:

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

Telephone Number

Email Address

Attorney Signature, If Any Attorney

CERTIFICATION THAT THE PARTY OPTING OUT IS THE SOLE OWNER OF THE HOME WITH CERTAINTED FIBERGLASS HORIZON SHINGLES OR HAS AUTHORITY TO OPT OUT ON BEHALF OF ALL CO-OWNERS OF THE HOME WITH SHINGLES.

Signature(s)

EXHIBIT 4

Declaration describing Notice Plan

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

KIM SEGEBARTH and SUSAN STONE,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

CERTAINTIED LLC,

Defendant.

Civil Action No: 19-cv-5500

DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP, LLC
RE: PROPOSED NOTICE PLAN FOR THE CERTAINTIED FIBERGLASS HORIZON
ROOFING SHINGLE CLASS ACTION SETTLEMENT

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class

Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School *Best Practices Guide to Class Action Litigation*.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action Services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include product defect, false advertising, data breach, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Specifically, Angeion has extensive experience administering consumer product defect settlements, most notably:

Case	Case No.	Court
<i>In re: Apple Inc. Device Performance Litigation</i>	5:18-md-02827	N.D. Cal.
<i>In re: Allura Fiber Cement Siding Products Liability Litigation</i>	2:19-mn-02886	D.S.C.
<i>Corzine v. Whirlpool Corporation</i>	5:15-cv-05764	N.D. Cal.
<i>In re: Whirlpool Corp. Front-Loading Washer Products Liability Litigation</i>	1:08-wp-65000	N.D. Ohio
<i>Bentley et al. v. LG Electronics USA Inc.</i>	2:19-cv-13554	D.N.J.
<i>Cole et al. v. NIBCO Inc.</i>	3:13-cv-07871	D.N.J.
<i>Matson et al. v. NIBCO Inc.</i>	5:19-cv-00717	W.D. Tex.
<i>Grasso v. Electrolux Home Products, Inc.</i>	8:16-cv-00911	M.D. Fla.
<i>Bishop v Behr Process Corp.</i>	1:17-cv-04464	N.D. Ill.
<i>Dickerson et al. v. York International Corp. et al.</i>	1:15-cv-01105	M.D. Pa.
<i>In re: LG Front Load Washing Machine Class Action Litigation</i>	2:08-cv-00051	D.N.J.
<i>In re: Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation</i>	1:16-md-02743	E.D. Va.
<i>Traxler et al. v. PPG Industries Inc. et al.</i>	1:15-cv-00912	N.D. Ohio
<i>Simmons v. Apple Inc.</i>	17CV312251	Sup. Ct. Cal.
<i>Rysewyk v. Sears Holdings Corporation, et al.</i>	1:15-cv-04519	N.D. Ill.

12. This declaration will describe the Notice Plan for the CertainTeed Fiberglass Horizon Roofing Shingle Class Action Settlement (the “Settlement”) that, if approved by the Court, we will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to the Settlement Class. In my professional opinion and that of my team, the Notice Plan described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully comporting with Fed. R. Civ. P. 23.

OVERVIEW OF THE NOTICE PLAN

13. The proposed Notice Plan provides individual direct notice to all reasonably identifiable Settlement Class Members, combined with a comprehensive targeted media plan to provide notice

of the litigation to absentee Settlement Class Members. Further, the Notice Plan provides for the creation of a dedicated website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

DIRECT NOTICE

14. Angeion has been advised that the Defendant's records contain contact information for approximately 5,000 Settlement Class Members ("Class List").

15. The direct notice effort in this matter will consist of sending the full notice ("Notice") via first-class U.S. mail, postage pre-paid, to Settlement Class Members and entities in the distribution chain for whom a mailing address is provided to Angeion. In administering the Notice Program in this action, Angeion will employ the best practices outlined in Paragraphs 16 – 19 below to increase the deliverability rate of the mailed Notices.

16. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address ("NCOA") database, which provides updated address information for individuals or entities who have moved during the previous four (4) years and filed a change of address with the USPS.

17. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

18. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

19. For any Settlement Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

MEDIA NOTICE

Programmatic Display Advertising

20. In addition to the direct notice efforts described above, Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States, to provide notice of the Settlement to absentee Settlement Class Members. The media notice outlined in Paragraphs 21 – 35 below is strategically designed to provide notice of the litigation to these individuals by driving them to the dedicated website where they can learn more about the Settlement, including their rights and options.

21. Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly \$65.74 billion on programmatic display advertising in 2020 and it is estimated that almost 86.5%, or \$81.58 billion, of all U.S. digital display ad dollars will transact programmatically in 2021¹. In laymen's terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets).

22. The class definition was used as the starting point to create the media notice campaign. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2020 comScore Multi-Platform//GfK MRI Media + Fusion (12-20/S20)² to profile the class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Settlement

¹ <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-outlook-2021>

² GfK MediaMark Research and Intelligence LLC ("GfK MRI") provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. ("comSCORE") is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE's proprietary digital audience measurement methodology allows marketers to calculate audience reached in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States serving over 3,200 clients worldwide.

Class Members:

- Home Remodeling: Roofing [Who did the work: Yourself or other household member] “or”
- Household Home Remodeling: Roofing [Who did the work: Outside contractor]

23. Based on the target definitions used, the size of the Target Audience for the media notice campaign is approximately 8,234,000 individuals. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally³.

24. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach⁴. Using this form of objective data will allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center’s threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that reporting statistics are not overstated. They are ubiquitous tools in a media planner’s arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component

³ If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

⁴ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. Id at 56.

parts.

25. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has been reported to have the following characteristics:

- 75.99% are ages 35 and above, with a median age of 52.6
- 54.56% are female
- 58.41% are now married
- 29.74% have children
- 35.23% have received a bachelor's degree or higher
- 48.85% are currently employed full time
- The average household income is \$92,400
- 87.65% have used Facebook in the last 30 days

26. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 25 hours per month on the internet.

27. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach Settlement Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the Settlement Class.

28. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience against known purchasers of CertainTeed Fiberglass Horizon Shingles.
- Predictive Targeting: This technique allows technology to "predict" which users will be served the advertisement about the settlement.

- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated case website while they browse other pages. This allows Angeion to provide a potential Settlement Class Member sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be targeted nationwide. If sufficient data is available, the campaign will leverage a weighted delivery based on the geographic spread of the Target Audience throughout the country.

29. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

30. The internet banner notice portion will be implemented using a desktop and mobile campaign strategically designed to notify and drive Settlement Class Members to the dedicated website, where they can find more information about the Settlement. A copy of the proposed banner ad is attached hereto as **Exhibit B**.

Social Media Notice

31. The Notice Plan also includes an interest-based approach which focuses on the interests that users exhibit while on the social media platforms Facebook⁵ and Instagram⁶, two of the leading social media platforms in North America. This strategic combination is designed to leverage the characteristics of our Target Audience, of which 87.65% used Facebook in the last

⁵ In 2020, Facebook had an approximate 223 million users in the United States (<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>).

⁶ In 2020, Instagram had an approximate 112 million users in the United States (<https://www.statista.com/statistics/293771/number-of-us-instagram-users/>).

thirty (30) days.

32. The social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via the Facebook and Instagram desktop sites, mobile sites, and mobile apps. Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads. Instagram Photo and Stories ads will appear on the desktop site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site), and in users' story feeds.

33. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the Target Audience. We will use the Facebook Marketing platform and its technology to serve ads on both Facebook and Instagram against the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in relevant placements to further alert prospective Settlement Class Members. Similarly, if sufficient data is available, the social media ads will further be geo-targeted weighted delivery based on how the Target Audience is geographically spread throughout the country. A copy of the proposed social media ad is attached hereto as **Exhibit C**.

34. The social media campaign will run to coincide with the programmatic display advertising portion of the Notice Plan. Combined, these two media tactics are designed to deliver approximately 26.7 million impressions.

Paid Search Campaign

35. The Notice Plan also includes a paid search campaign to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated website. Paid search ads will complement the programmatic campaign, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation.

RESPONSE MECHANISMS

36. The Notice Plan will also implement the creation of a case-specific website (“Settlement Website”), where Settlement Class Members can easily view general information about this class action, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the Settlement. The Settlement Website will also have a “Contact Us” page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address. Additionally, the Long Form Notice will be available in Spanish on the Settlement Website.

37. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of the rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Settlement Class Members will be able to request a Notice via the toll-free hotline and speak with a live operator during normal business hours.

REACH AND FREQUENCY

38. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage and the number of exposure opportunities meet or exceed the guidelines as set forth in the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide.

39. Specifically, the comprehensive media strategies of the Notice Plan are designed to deliver an approximate 80.32% reach with an average frequency of 4.04 times each. The 80.32% reach is separate and apart from the direct notice efforts, dedicated website, and toll-free telephone line, all of which are difficult to measure in terms of reach percentage but will nonetheless provide

awareness and diffuse news of the Settlement to Settlement Class Members.

40. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm”. Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges”, at 27 (3d Ed. 2010).

PLAIN LANGUAGE NOTICE DESIGN

41. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by presenting the information in plain language, understood by Settlement Class Members. The design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. The notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

42. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Angeion Group maintains a strong commitment to adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to Settlement Class Members in plain language.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

43. Within ten (10) days of the filing of the Settlement Agreement with this Court, Angeion will cause notice to be disseminated pursuant to the requirements of 28 U.S.C §1715.

CONCLUSION

44. The Notice Plan outlined above includes direct notice to all reasonably identifiable Settlement Class Members, bolstered by a comprehensive media campaign to provide notice to absentee Settlement Class Members using objective syndicated data to target the most qualified individuals. The Notice Plan further provides for the creation and implementation of a dedicated website and toll-free hotline to further inform Settlement Class Members of their rights and options

pursuant to the terms of the Settlement.

45. It is my opinion, based on my expertise and experience, and that of my team, that the methods of notice outlined herein will provide full and proper notice to Settlement Class Members before any applicable deadlines, and that the Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation.

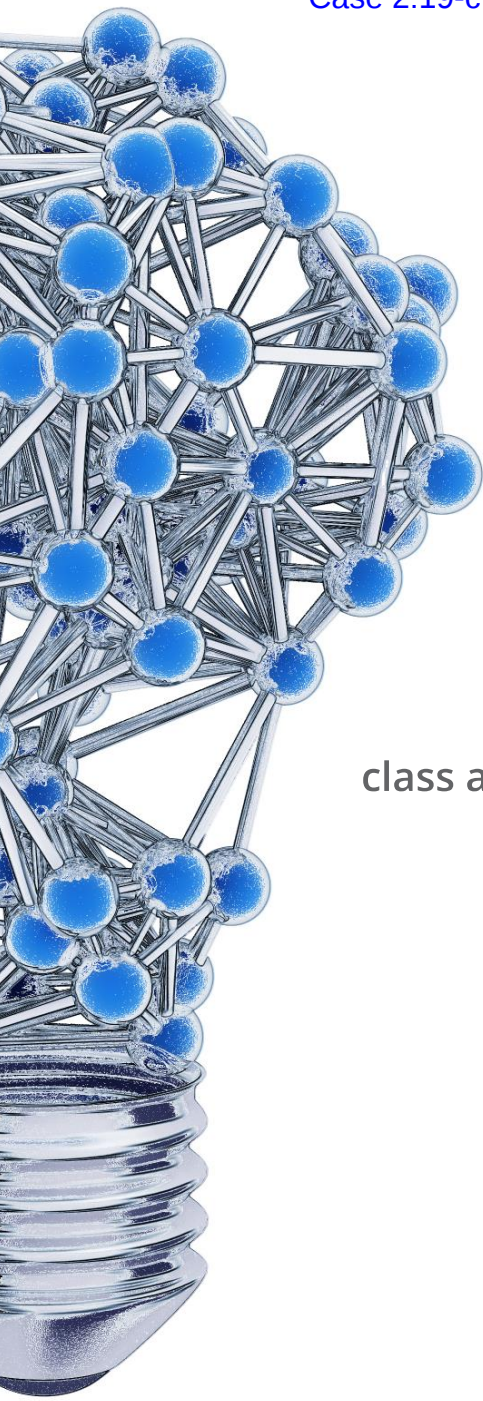
I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: November 23, 2021



STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION

***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION*****Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION**Case No. 1:20-cv-04699**

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION**Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

CAMERON v. APPLE INC.**Case No. 4:19-cv-03074**

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

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RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS
Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.
Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC
Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

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***BIEGEL v. BLUE DIAMOND GROWERS*****Case No. 7:20-cv-03032**

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS**Case No. 37-2019-00017834-CU-NP-CTL**

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.**Case No. 6:16-cv-06702**

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP**Case No. 1:20-cv-03962**

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

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***PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC*****Case No. 3:19-cv-00167**

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)**Case No. 6:20-md-02977**

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC**Case No. 3:15-cv-03418**

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC**Case No. 4:20-cv-04412**

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the

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right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement

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Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their

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rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC**Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION**Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.**Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.**Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

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***CLAY ET AL. v. CYTOSPORT INC.*****Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.**Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.**Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.**Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13-23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will

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rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

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Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

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***CORZINE v. MAYTAG CORPORATION, ET AL.*****Case No. 5:15-cv-05764**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.**Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.**Case No. 1:18-cv-20048**

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.**Case No. CGC-18-567237**

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.**Case No. 3:13-cv-07871**

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the

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circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

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RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY
Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.
Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION
Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.
Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the

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proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

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TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

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IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members

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of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the

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class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.


Exhibit B




If you or your company
own a building on
which CertainTeed
Fiberglass Horizon
Shingles were installed,
your rights may
be affected.

[Learn more](#)

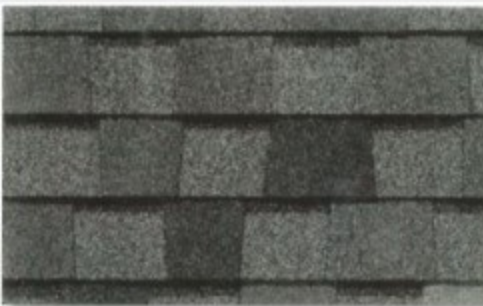
Exhibit C

**Angeion Group**

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...


If you or your company own a building on which CertainTeed Fiberglass Horizon Shingles were installed, your rights may be affected.



FIBERGLASSHORIZONSHINGLE...
CertainTeed Settlement

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EXHIBIT 5

Long-form notice to Settlement Class Members

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SEGEBARTH, ET AL. V. CERTAINTEED LLC, CIVIL ACTION No. 19-CV-5500

Si desea recibir esta notificación en español, porfavor visite nuestra página web ____ (Insert website here) ____ o llámenos al número ____ (Insert Phone # here) ____.

A federal court authorized this notice. This is not a solicitation from a lawyer.

If you own a building in the United States on which CertainTeed Fiberglass Horizon Shingles were installed between 1995 and 2010, your rights may be affected by a Class Action Settlement.

- This lawsuit is brought by owners of buildings whose Horizon brand asphalt fiberglass roofing shingles manufactured by CertainTeed were allegedly defective resulting in damage and economic loss.
- Under the Settlement, owners of buildings in the United States on which CertainTeed Fiberglass Horizon Shingles were installed between 1995 and 2010 that exhibit Qualifying Damage are eligible to submit a claim.
- You must submit a claim form, demonstrate Qualifying Damage and fit the definition of an Eligible Claimant in order to get a cash payment.
- You can read about submitting a claim at the Settlement Website, [WEBSITE URL]. Claims can be initiated at www.ctroof.com or you can submit your claim by U.S. mail to [MAILING ADDRESS].
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM	The only way to get a payment.	[DEADLINE DATE]
EXCLUDE YOURSELF	Get no payment. This option allows you to keep your right to bring another lawsuit against CertainTeed LLC for claims related to this case. If you opt out, you will not be bound by the terms of the Settlement, but you will also not be entitled to submit a claim for benefits from the Settlement.	[DEADLINE DATE]

COMMENT ON OR OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write to the Court about why you like or do not like the Settlement, and you may also choose to attend the Final Approval Hearing on [DATE] at which time the Court will decide whether to grant final approval of the Settlement, with or without your own attorney.	[DEADLINE DATE]
DO NOTHING	Get no payment. Give up rights.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained below.
- Please note that payments will be made only if the Court grants final approval and the Settlement becomes effective. The date and time of the Final Approval Hearing is subject to modification by the Court so check [WEBSITE URL] for updates.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS	4
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EXCLUDING YOURSELF FROM THE SETTLEMENT.....	7
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THE COURT’S FINAL APPROVAL HEARING	9
IF I DO NOTHING	10
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BASIC INFORMATION

1. Why did I get this Notice of Proposed Class Action Settlement?

You received this Notice because you may be a “Settlement Class Member,” meaning that you are an individual or entity that owns a building in the United States on which the Shingles were installed between 1995 and 2010 that is eligible for relief under the Limited Warranty applicable to the Shingles installed on your building.

“Shingles” means CertainTeed Fiberglass Horizon Shingles manufactured by CertainTeed until 2009. This Settlement does not apply to CertainTeed organic Horizon Shingles.

The Court overseeing this case authorized this Notice because Settlement Class Members have the right to know about a class action settlement affecting their rights.

The individuals who filed this Litigation are called the Plaintiffs. The company they sued, CertainTeed LLC, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs allege that the Shingles are defective, and that Plaintiffs have suffered economic loss damages as a result of purchasing the defective Shingles and property damage due to the alleged failure of the Shingles to adequately perform in conformance with CertainTeed’s representations and warranty. CertainTeed disputes those allegations. Both parties have agreed to this Settlement and the terms of the Settlement are summarized in this Notice. You can read the Class Action Settlement Agreement at [[WEBSITE URL](#)].

3. What is a class action?

In a class action, the Plaintiffs act as “class representatives” and file a lawsuit on behalf of themselves and other people who have similar claims. This group of people is called the “Settlement Class” and the people in the class are the “Settlement Class Members.” One court resolves the issues for all class members, except for people who exclude themselves from the class. In this case, the presiding judge is Judge Paul S. Diamond of the United States District Court for the Eastern District of Pennsylvania. The case is *Segebarth, et al. v. CertainTeed LLC*, Civil Action No. 2:19-cv-05500-PD.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or CertainTeed. The Parties exchanged information and documents and participated in a mediation session overseen by an experienced mediator. The Settlement avoids the costs and risks of continued litigation and a trial and provides compensation for Settlement Class Members without the delay and uncertainty of trial. The Plaintiffs and their attorneys believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

The “Settlement Class” is defined as: all individuals or entities that own a building in the United States on which the Shingles were installed between 1995 and 2010 that are eligible for relief under the Limited Warranty applicable to the Shingles installed on their building.

“Shingles” means Horizon brand asphalt fiberglass roofing shingles manufactured by CertainTeed until 2009. This definition does not include the organic Horizon line of asphalt shingles. Organic Horizon shingles are not covered or part of this Agreement.

Excluded from the Settlement Class are:

- All individuals and entities that timely opt-out of this Settlement under Federal Rule of Civil Procedure 23;
- All persons who were or are builders, developers, contractors, installers, wholesalers or suppliers except when the Shingles are installed on their personal residence or commercial building;
- CertainTeed employees; and
- The Judge to whom this case is assigned and any member of the Judge’s immediate family.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or calling the Claims Administrator for more information: [EMAIL ADDRESS & PHONE NUMBER].

THE SETTLEMENT BENEFITS

7. What benefits does the Settlement provide?

CertainTeed agrees to provide the following compensation to Eligible Claimants:

- If CertainTeed determines that any claim is an Eligible Claim in whole or in part, it will determine how much Qualifying Damage exists on a claimant’s roof to determine the “Replacement Area” for which compensation will be made available.
- If Qualifying Damage to the Shingles exists on greater than 5% of a given Roof Plane, the Replacement Area shall consist of the entire Roof Plane.
- If Qualifying Damage to the Shingles exists on less than 5% of the Roof Plane, the Replacement Area shall be limited to the Shingles exhibiting actual damage.

- Extended Warranty Terms: Claimants with Eligible Claims will receive five (5) additional years of warranty coverage from CertainTeed.
 - Claimants with Shingles installed between 1995 and 2003 have limited warranties with twenty-five (25) years of warranty coverage from the date of installation. This term will be extended to thirty (30) years from the date of installation.
 - Claimants with Shingles installed between 2004 and 2010 have limited warranties with thirty (30) years of warranty coverage from the date of installation. This term will be extended to thirty-five (35) years from the date of installation.
- Material Reimbursement: Claimants with Eligible Claims will receive \$40.00 per square for the Replacement Area subject to the proration schedule set forth in the subparts below.
 - Claimants with 30-year warranty terms (formerly 25-year terms) will have reimbursement prorated at 1/384 per month, which represents a 32-year proration schedule.
 - Claimants with 35-year warranty terms (formerly 30-year terms) will have reimbursement prorated at 1/444 per month, which represents a 37-year proration schedule.
- Installation: If CertainTeed determines that installation errors predominantly caused any claimed damage, CertainTeed shall deny that portion of the claim as to Shingles not properly installed. The Claimant shall have an adequate opportunity to rebut any evidence of improper installation.
- Prior Warranty Claim Offer if Signed Release Not Received By CertainTeed: If a Named Plaintiff or Claimant with an Eligible Claim filed a warranty claim before or after the Litigation, and CertainTeed made a written cash offer to resolve that claim then, upon submission of a new claim under this Settlement, CertainTeed will pay the Eligible Claim with the greater of either (i) that original offer, or (ii) the amount payable under the terms of this Settlement.

8. Are certain types of claims not included in this Settlement?

The following types of claims are not eligible for relief under this Settlement:

(1) claims that have been resolved with a final judgment or dismissal, whether or not favorable to the Claimant; (2) claims that have been settled as evidenced by a written and signed release of CertainTeed; (3) claims for which a Settlement Class Member has received compensation from CertainTeed or an insurer, as evidenced by a check that has been cashed; (4) claims for which a Settlement Class Member has received replacement shingles from CertainTeed or any third party; or (5) claims for which a Settlement Class Member has previously submitted a warranty claim to CertainTeed for the Shingles and signed a release related to those claims.

Notwithstanding the above, a Settlement Class Member is not precluded from submitting for consideration a new claim that is for Shingles that were not the subject of a prior claim that was resolved or settled.

Nothing in this entire Agreement diminishes or extinguishes any rights that any person may hold under a limited warranty issued by CertainTeed as to any claims or portion thereof that are not resolved under the terms of this Settlement.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you exclude yourself (opt out) from the Settlement (*see* Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against CertainTeed about the issues resolved in this Settlement. The “Release” section in the Class Action Settlement Agreement describes the legal claims that you release if you remain in the Settlement Class. The Settlement Agreement can be found at [WEBSITE URL].

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

In order to be eligible to receive a cash payment, you must complete and submit a valid and timely claim. Your claim and supporting documentation may be submitted by U.S. mail to the Claims Administrator at: [MAILING ADDRESS].

You can request a claim form by telephone 1-XXX-XXX-XXXX, email [EMAIL ADDRESS], or U.S. mail at [MAILING ADDRESS].

11. What is the deadline for submitting a claim?

Claims must be submitted electronically or received no later than [DEADLINE DATE]. All claims must be RECEIVED by the Claims Administrator no later than [DEADLINE DATE] regardless of the method for submitting the claim.

12. When will I get my payment?

The Court will hold a Final Approval Hearing on [DATE], to decide whether to approve the Settlement. Updates about the Settlement will be posted at [WEBSITE URL].

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court appointed Charles LaDuca of Cuneo Gilbert & LaDuca, LLP; Charles E. Schaffer of Levin Sedran & Berman; and Michael A. McShane of Audet & Partners, LLP to represent you and the Settlement Class. These attorneys are called Class Counsel and their contact information is below. You will not be charged for their services.

<p>Charles E. Schaffer Levin Sedran & Berman, LLP 510 Walnut Street, Suite 500 Philadelphia, PA 19106</p>	<p>Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Ave., NW, Suite 200 Washington, DC 20016</p>	<p>Michael A. McShane Audet & Partners, LLP 711 Van Ness Ave., Suite 500 San Francisco, CA 94102</p>
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14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want your own lawyer, you may hire one but are responsible for paying that lawyer.

15. How will the lawyers be paid?

Class Counsel will make an application for an award of attorneys' fees and litigation costs in this Action. The Court will determine the amount to be paid to Class Counsel for their work and their expenses. CertainTeed has agreed not to oppose an award of attorneys' fees and litigation costs and incentive awards to Named Plaintiffs totaling One Million Six Hundred Ninety Thousand Dollars (\$1,690,000).

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue CertainTeed on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is [DEADLINE DATE].

To opt out, you must fully complete and sign the Opt-Out Form (available at **WEBSITE URL**) and send it using the directions on the form. Opt-Out Forms must be actually received by the stated deadline to be effective. In the event that there is more than one owner of a building, all owners listed on the title must sign the request for exclusion.

Any Settlement Class Member who has not sent a completed Opt-Out Form will be bound by the Class Action Settlement Agreement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt-out of this Settlement is not entitled to a remedy under this Settlement and is not affected by this Settlement.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I object to the Settlement (or like the Settlement)?

If you are a Settlement Class Member and do not opt out of the Settlement, you can comment on the Settlement or submit an objection. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Court, Plaintiffs' Counsel, and CertainTeed's counsel.

To be valid, an objection must: (1) bear the signature of the Settlement Class Member (even if represented by counsel); (2) contain the Settlement Class Member's current address, phone number, e-mail address, and the address of each property on which the Shingles may be installed; (3) state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing; (4) contain the number of class action settlements objected to by the Class Member in the last three (3) years; (5) if submitted by counsel, list prior representations by the same counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against that counsel; AND (6) meet the Exclusion or Objection Deadline set by the Court. If the Settlement Class Member is represented by counsel, the objection must also be signed by the attorney who represents the Settlement Class Member.

To be valid, you must mail your objection by U.S. Mail to the addresses below no later than **[DEADLINE DATE]**. Your objection must be postmarked by **[DEADLINE DATE]**.

COURT
James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106

CLASS COUNSEL		
Charles E. Schaffer Levin Sedran & Berman, LLP 510 Walnut Street, Suite 500 Philadelphia, PA 19106	Charles J. LaDuca Cuneo Gilbert & LaDuca LLP 4725 Wisconsin Ave., NW, Suite 200 Washington, DC 20016	Michael A. McShane Audet & Partners, LLP 711 Van Ness Ave., Suite 500 San Francisco, CA 94102

DEFENDANT'S COUNSEL
Robert L. Hickok Leah Greenberg Katz Troutman Pepper Hamilton Sanders LLP 3000 Two Logan Square Eighteenth and Arch Streets Philadelphia, PA 19103-2799

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing at [TIME] [A.M./P.M.] on [DATE], in Courtroom [X] of the [NAME OF COURTHOUSE] courthouse, located at [ADDRESS]. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's motion for attorneys' fees, expenses, and service awards.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. Be sure to check the Settlement Website, [WEBSITE URL], for any changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at pacer.uscourts.gov.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the Final Approval Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive no money from this Settlement, and you will not be able to sue CertainTeed for the conduct alleged in this case.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Class Action Settlement Agreement, available at [[WEBSITE URL](#)].

If you have additional questions, you may contact the Claims Administrator by email, phone, or mail:

Email: [[EMAIL ADDRESS](#)]

Toll-Free: 1-[XXX-XXX-XXXX](#)

Mail: [[MAILING ADDRESS](#)]

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Eastern District of Pennsylvania or reviewing the Court's online docket.

You can also request assistance from Class Counsel using the contact information set forth above.

CERTIFICATE OF SERVICE

I hereby certify that on September 2, 2022, a true and correct copy of the foregoing Amended Class Action Settlement Agreement was served via the Court's electronic filing system upon:

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Attorneys for Plaintiffs

s/ Robert L. Hickok
Robert L. Hickok