

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, por favor visite nuestra página web
www.FiberglassHorizonSettlement.com o llámenos al número 1-844-423-3336

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 (“Horizon Shingles” or “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, www.FiberglassHorizonSettlement.com. Claims can be initiated at www.ctroof.com or you can submit your claim by U.S. mail to:

CertainTeed LLC
RPG Technical Services QC Lab
200 Commerce Drive
P.O. Box 1000
Montgomeryville, PA 18936

- 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.	TBD – Claims Filing commences 30 days after the Settlement’s Effective 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.	November 22, 2022
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 December 22, 2022 at 1:00 p.m. at which time the Court will decide whether to grant final approval of the Settlement, with or without your own attorney.	November 22, 2022
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 www.FiberglassHorizonSettlement.com for updates.

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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 www.FiberglassHorizonSettlement.com.

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 mediation sessions 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 Settlement Administrator for more information at: info@FiberglassHorizonSettlement.com & 1-844-423-3336.

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 www.FiberglassHorizonSettlement.com.

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 CertainTeed at: CertainTeed LLC, RPG Technical Services QC Lab, 200 Commerce Drive, P.O. Box 1000, Montgomeryville, PA 18936.

You can request a claim form by telephone 1-844-423-3336, by email info@FiberglassHorizonSettlement.com, or U.S. mail at: Fiberglass Horizon Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

11. What is the deadline for submitting a claim?

Claims must be submitted electronically or received no later than the Claims Deadline. All claims must be RECEIVED by CertainTeed no later than the Claims Deadline regardless of the method for submitting the claim. The Claims Deadline is To Be Determined. The period for Claims Filing commences 30 days after the Settlement’s Effective Date. Please check the www.FiberglassHorizonSettlement.com for updates.

12. When will I get my payment?

The Court will hold a Final Approval Hearing on December 22, 2022 to decide whether to approve the Settlement. Updates about the Settlement will be posted at www.FiberglassHorizonSettlement.com.

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 **November 22, 2022**.

To opt out, you must fully complete and sign the Opt-Out Form (available at www.FiberglassHorizonSettlement.com) and send it using the directions on the form. Opt-Out Forms must be actually received by November 22, 2022 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, you 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 Settlement 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, November 22, 2022. 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 **November 22, 2022**. Your objection must be postmarked by **November 22, 2022**.

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

CLASS COUNSEL		
<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>

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

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 1:00 p.m., on December 22, 2022, in Courtroom 14A of the James A. Byrne United States courthouse, located at 601 Market Street, Philadelphia, PA 19106. 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, www.FiberglassHorizonSettlement.com, 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 www.FiberglassHorizonSettlement.com.

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

Email: info@FiberglassHorizonSettlement.com.

Toll-Free: 1-844-423-3336

Mail: Fiberglass Horizon Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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.