

**Your claim must  
be received by 6  
p.m. on  
June 21, 2023**

**U.S. DISTRICT COURT FOR THE DISTRICT OF SOUTH  
CAROLINA**

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION,  
MDL NO. 2886, CASE NO. 2:19-MN-2886-DCN

**PLY**

**PLYCEM FIBER CEMENT SIDING CLAIM FORM**

**INSTRUCTIONS**

Please read these instructions carefully. If you need assistance completing the Claim Form, please visit [www.PlycemSidingSettlement.com](http://www.PlycemSidingSettlement.com) and go to the FAQ page, or reference the Notice available on the Important Documents page. If you still have questions, you may send an email to the Claims Administrator at: [Info@PlycemSidingSettlement.com](mailto:Info@PlycemSidingSettlement.com).

**Deadline and Submission Method.** Claim Forms must be either submitted online, via email or printed, mailed and **postmarked by** no later than **June 21, 2023**.

**Eligibility.** The Settlement will provide a settlement benefit as described below if you own a single-family home with Allura-branded lap siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015 ("the Siding"), that experienced Qualifying Damage, which is defined as cracking, bowing, shrinking, warping, breakage, or gapping (greater than 3/16") and, if available, evidence of the alleged property damage resulting from such failed Siding, including damage under the weather barrier.

Eligible claimants can choose between three compensation options: 1) a repair and replacement option that provides compensation for replacement siding and \$4.75/square feet for additional costs for installation labor, paint, home wrap, trim, and other installation-related work; (2) a quick cash option that provides \$4.25/square foot for areas exhibiting Qualifying Damage; or (3) a cash option that provides additional compensation for labor upon proof of repair. This third option is only initially available for claims with Qualifying Damage that does not exceed 30% of an elevation.

Under the first option, repair costs include installation labor, paint, home wrap, trim, and all other repairs and/or incidental work. If 30% or more of an Elevation has Qualifying Damage, replacement of the entire Elevation will be covered under this option. If the Replacement Area is 20 boards or fewer, Claimants will receive an additional \$200.00. Claimants will receive a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation. Within 30 days of final approval of the Claim, the Claims Administrator will pay 30% of the total compensation available under this option. Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs. To receive the additional 70% of Additional Costs, you must provide proof of repair within 12 Months of the mailing of your initial 30% settlement payment.

Under the third option, eligible claimants with Qualifying Damage that does not exceed 30% of an Elevation to be reimbursed for an entire Elevation upon proof of repair of the entire Elevation. Specifically, Qualifying Claimants can receive \$4.25/square foot of Qualifying Damage within 30 days after final approval of the claim, plus \$4.25/square foot of the remaining portions of the elevation that are replaced within 30 days after final approval of the claim. A complete description of the three options is set forth in the Settlement Agreement.

Unless you request exclusion from the class as explained in the Class Notice, you will be bound by the Settlement Agreement and Release and the Final Judgment even if you do not submit the Claim Form.

You must fill out and submit a complete and accurate Claim Form **postmarked by June 21, 2023**. 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 payment under this Settlement. The Claims Administrator may contact you to request more information to verify your claim.

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**I. YOUR CONTACT INFORMATION AND MAILING ADDRESS**

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Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

Name	Co-Owner's Name	
Street Address		
City	State	Zip Code
(    ) -	(    ) -	
Daytime Phone	Alternate Phone	
Email Address	<b>YES / NO</b> Do you consent to receive official information about the claim via email?	

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**BENEFIT SELECTION**

(select **ONE** of the three benefits below)

<input type="checkbox"/>	<b>Replacement and Repair:</b> Claimants will receive \$1.00 per square foot of Replacement Area for replacement siding and \$4.75 per square foot of Replacement Area to contribute to additional repair costs. Within 30 days of final approval of the Claim, the Claims Administrator will pay 30% of the total compensation available under this option. Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs. In order to receive the additional 70% of Additional Costs, you must provide proof of repair within 12 Months of the mailing of your initial 30% settlement payment.
or	
<input type="checkbox"/>	<b>Quick Cash Option:</b> This Option provides <u>compensation solely for Siding exhibiting Qualifying Damage and not the 30% or greater Elevation Replacement Area</u> . The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage within 30 days of final approval of the Claim.
or	
<input type="checkbox"/>	<b>Cash Option with Proof of Repair:</b> This Option allows a Settlement Class Member with Qualifying Damage that does not exceed 30% of an Elevation to be reimbursed for an entire Elevation upon proof of repair of the entire Elevation. Specifically, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval of the Claim, and \$4.25 per square foot of the remaining portions of the Elevation.

**Original Owner or Permitted Transferee:**

Do you currently own the property on which the Siding is installed?	<b>YES</b>		<b>NO</b>
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**If you answered NO:**

Did the current owner of the property assign the rights recover under this settlement to you? If so, please enclose the agreement memorializing such assignment?	<b>YES</b>		<b>NO</b>
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What was the approximate installation date (month/year) of the Fiber Cement Siding on your property?		/	
	<b>Month</b>		<b>Year</b>

**AMOUNT OF SIDING INSTALLED / DAMAMGED ON PROPERTY**

Total Square Footage of each structure on the property with Siding (outside footprint if known; if not, interior square footage) \_\_\_\_\_

**Total square feet** or quantity of Siding on each elevation:

North	_____
South	_____
East	_____
West	_____
Other	_____

**Prior Warranty Claim**

Have you submitted a warranty claim to Plycem?	<b>YES</b>		<b>NO</b>
What was the approximate date (month/year) of your prior claim?			
	<b>Month</b>		<b>Year</b>

Did your prior claim result in Compensation?	<b>YES</b>		<b>NO</b>
What Compensation did you receive?			

Monetary Compensation (Enter Amount) \$ \_\_\_\_\_

Repairs / Replacement (Please explain below)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Square feet or quantity of Siding that is **damaged**: \_\_\_\_\_

Total square feet or quantity of **damaged** Siding on each elevation:

North \_\_\_\_\_  
South \_\_\_\_\_  
East \_\_\_\_\_  
West \_\_\_\_\_  
Other \_\_\_\_\_

The number of stories the property has: \_\_\_\_\_

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### QUALIFYING DAMAGE

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For each elevation, please provide the number of boards you are claiming has Qualifying Damage:

	<b>Cracking</b>	<b>Bowing</b>	<b>Shrinking</b>	<b>Warping</b>	<b>Breakage</b>	<b>Gapping</b>
<b>North</b>						
<b>South</b>						
<b>East</b>						
<b>West</b>						
<b>Other</b>						
<b>TOTAL</b>						

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### DOCUMENTATION OF INSTALLATION CONDITIONS AT OR NEAR QUALIFYING DAMAGE

Where possible, please include photographs of the following conditions with photographs of Qualifying Damage:

- **Distance between cracking and windows, trim, and doors;**
  - **Exposed Fasteners;**
  - **Sealant between boards and trim; and**
  - **End of each board where Qualifying Damage is sought.**
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### REQUIRED DOCUMENTATION

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

Documentation of product identification.

Acceptable documentation would include reliable and contemporaneous documentary proof of purchase and installation of the Siding, such as an invoice or a purchase order from the supplier, builder or another third-party; or a prior communication from Allura (e.g., where a prior warranty claim has been made), which confirms that the Siding on the structure is Allura Fiber Cement Siding. In some cases, photographs of the siding may be sufficient to establish that the Siding installed on the property is Allura Fiber Cement Siding. 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 Siding; an invoice for installing the Siding from a third-party; a certificate of occupancy or final building inspection; a Building Permit; or a photograph of the back of the siding 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 siding installation are **not** acceptable.

Documentation of elevation and quantity of the Siding you believe qualifies for relief under this Settlement 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 Siding may be accepted if other documentation is not available, along with the square footage of the home.

Documentation of Qualifying Damage.

***Please submit photographs in each category specified below.***

In general, try to ensure the photographs are of sufficient quality to establish the condition of the Siding, which would allow the Claims Administrator to evaluate whether and how much of your Siding has Qualifying Damage pursuant to the Agreement, and to determine the nature and extent of any affected areas. It is further advisable that Claimants include in each photo contain a standard sized object that can be used by the Administrator to verify the size of each elevation such as a ruler, yardstick, or other alternative object.

**General** photographs of: (1) house number for address identification; (2) the entire structure (each elevation) from the ground level; and (3) the entire front of the structure from a distance.

**A minimum of two** photographs of each wall of Siding where Qualifying Damage is being claimed. Such photographs should include close-up photographs of any condition being claimed as Qualifying Damage.

## **PHOTOGRAPHING THE DAMAGE:**

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

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

**REPAIR / REPLACEMENT HISTORY:**

Have you repaired or replaced any Siding? Yes/No

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

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**IV. VERIFICATION AND ATTESTATION UNDER OATH**

By signing below and submitting this Claim Form, I hereby swear under oath that I am the person identified above and the information provided in this Claim Form is, to the best of my knowledge, true and correct, and that I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

\_\_\_\_\_  
Your signature

Date: \_\_\_\_\_  
MM DD YYYY

Return your completed claim and all supporting documentation to:

Plycem Siding Settlement Administrator  
1650 Arch St., Suite 2210  
Philadelphia, PA 19103

