

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

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

This Document Applies to: All Cases

Civil Action No.: 2:19-mn-02886-DCN

MDL No. 2886

Honorable David C. Norton

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND INCORPORATED MEMORANDUM OF LAW**

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I. INTRODUCTION

Pursuant to Rule 23 of the Federal Rules of Civil Procedure and the Court’s December 18, 2020, Order Conditionally Certifying Settlement Class, Granting Preliminary Approval of Settlement, and Approving Distribution of Class Notice (ECF No. 25) (“Preliminary Approval Order”), Plaintiffs¹ file this Unopposed Motion for Final Approval of the Class Action Settlement with Plycem USA, LLC and Elementia USA, Inc. (“Plycem”) and certification of the Settlement Class defined in the Settlement Agreement (“Motion for Final Approval”). Plaintiffs’ Motion and Incorporated Memorandum of Law in Support of Plaintiffs’ Unopposed Motion for Approval of Attorneys Fees and Reimbursement of Expenses, and Service Awards to Class Representatives was previously filed on January 7, 2021 (ECF No. 27).

Plaintiffs respectfully submit this memorandum of law in support of the unopposed motion for entry of an order that will: (1) grant Final Approval to the Settlement; (2) certify for settlement purposes of the proposed Settlement Class, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (3) appoint as Class Representatives the persons preliminarily appointed in the Court’s Preliminary Approval Order; (4) appoint as Class Counsel the law firms and attorneys preliminarily appointed in the Court’s Preliminary Approval Order; and (5) enter an Order dismissing the Settling Plaintiffs’ claims with prejudice.

The Parties request that Non-Settling Plaintiffs who do not meet the definition of the Settlement Class and were not subject to the Settlement Agreement and release contained therein, continue to have open action following the Court issuing final approval of the Settlement. The Parties agree that, pursuant to the terms of the Settlement Agreement, they will pursue individual,

¹ Plaintiffs in the above-captioned litigation are Amanda Lowe, Krista Krouse, Christopher Krouse, Donna Johns, Jameson D. Storm, Andrew Harmel, Antonetta Luongo, and Robert Severance (“Settling Plaintiffs”).

non-classwide resolution of the Non-Settling Plaintiffs' claims. Therefore, the Parties request that those actions remain open and that the Parties submit a joint Status Report within 90 days of the Court's final approval order, apprising the Court on the status of those negotiations.

The Court should grant Final Approval because the Settlement provides substantial relief for the Settlement Class, and the terms of the Settlement are well within the range of reasonableness and consistent with applicable case law. In light of the significant risks inherent in this litigation, the Settlement is an excellent result for the Settlement Class. As the Court indicated in the Preliminary Approval Order, "[t]he Settlement was the result of the parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arms'-length negotiations with the aid of an experienced mediator and without collusion." ECF No. 25, at ¶4.

Further, [t]he extensive proceedings that occurred before the Parties reached the Settlement Agreement gave counsel opportunity to adequately assess the strengths and weaknesses of the claims of the proposed Settlement Class Members, and thus to reach a resolution in a way that adequately accounts for those strengths and weaknesses." *Id.* at ¶5. Indeed, as of the date of this filing, as described below, 1,689 Settlement Class members have submitted registrations with the Claims Administrator and there are *no* pending objections by any Settlement Class Member to final approval of the Settlement.² *See* Exhibit A, ¶25 (Declaration of Steven Weisbrot of Angeion Group LLC Re: Notice).

² On March 31, 2021 a letter of objection was filed collectively on behalf of Eagle Construction of VA, LLC and Joshua and Janie Goldschmidt (ECF No. 28). However, the objection was withdrawn in writing to Plaintiffs' Liaison Counsel, Phillip W. Segui, Jr., who submitted an Affidavit affirming the withdrawal and attaching the written communications with the representative for Eagle Construction of VA, LLC and Joshua and Janie Goldschmidt (ECF No. 29).

As described herein, the proposed Settlement satisfies all Fourth Circuit criteria for final approval. The proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. In support of this Motion for Final Approval, Plaintiffs submit the following:

II. SUMMARY

This matter involves a nationwide settlement class of owners of single-family homes that are clad with Allura-branded fiber cement, lapboard siding containing excessive fly-ash (“Siding”). Plaintiffs allege that due to improper design, formulation, and/or manufacturing, the Siding cracks, warps, shrinks, bows, breaks, and otherwise ages prematurely and fails under normal conditions. Plycem denies that the Siding is defective.

The Settlement was reached after more than two years of litigation; witness interviews; expert investigation and testing; product and corporate research; extensive motion briefing; exchange of written discovery requests, service of subpoenas, and review of responsive documents. In response to document requests, Plycem produced formulation logs for the Siding, sales data for the years the Siding was sold, inspection reports related to the Siding, warranty claim files, summary warranty claim information, third-party audit reports and testing data. Additional documents were collected by Plaintiffs in response to subpoenas, builders and distributors produced additional relevant materials. Further, the Parties engaged in hard-fought, arm’s length negotiations over more than six months, including four days of formal mediation with Thomas J. Wills, Esq. in Charleston, South Carolina, and another informal day of negotiations in Washington D.C. before signing a Memorandum of Understanding. It was nearly another six months of negotiations before a final Settlement Agreement was signed. As a result of litigation and negotiations, Plaintiffs and Plycem agreed on a nationwide Settlement to resolve all claims of the

Settling Plaintiffs. *See* Exhibit B (Declaration of Daniel K. Bryson In Support of Final Approval of Class Action Settlement).

III. RELEVANT FACTS AND PROCEDURAL HISTORY

As described herein, prior to negotiating the Settlement, Class Counsel spent significant time communicating with Plaintiffs, investigating facts, working extensively with a well-qualified engineer to procure, inspect and perform testing on various samples of Siding, researching complex issues of law, including issues related to arbitration provisions in the Allura Warranty, preparing nearly a dozen well-pleaded complaints and amended complaints, briefing multiple motions to dismiss, engaging in informal discovery with Defendant, and reviewing and analyzing important documents and data produced pursuant to Rule 408 to aid in productive and informed settlement discussions. *Id.*

The Settlement is the product of lengthy, hard-fought litigation and arms-length negotiations, which took place over the course of numerous full-day mediation sessions and follow-up discussions with the aid of Thomas Wills, Esq., a neutral mediator who has substantial experience mediation class actions and building product litigation. *Id.*

A. Summary of Plaintiffs' Allegations

Beginning in February of 2014, Plycem designed, formulated, and manufactured the Siding, and distributed it throughout the United States. Plaintiffs allege that the Siding contains a design, formulation, and/or manufacturing defect, resulting from the excessive use of fly-ash in its formula. Fly-ash is an industrial by-product of coal burning power plants and costs less than cement. Plaintiffs have alleged that its use by Plycem lowered the cost of its fiber cement mixture to the detriment of the quality of the Siding itself. Specifically, Plaintiffs have alleged that this use of fly ash in design and/or formulation resulted in water absorption and porosity problems, none of which were inherent in the grain and silica sand design formulations.

Although the Siding is subject to a 50-year Transferrable Limited Product Warranty (“Warranty”), Plaintiffs and other consumers have reported the Siding begins to fail within the first five (5) years after installation. Such alleged failure has reportedly manifested as cracking, warping, shrinkage, bowing, breakage, and other premature failure. Plaintiffs have further alleged that when Plaintiffs and Settlement Class Members made warranty claims, the claims were improperly denied or otherwise incomplete because the relief did not take into consideration labor and other costs.

Additionally, Plaintiffs allege that Plycem knew its Siding was defective, but that such knowledge was not disclosed to Plaintiffs, Settlement Class Members, and their contractors and builders before purchase or during warranty communications. As a result, Plaintiffs brought claims against Plycem for violations of state consumer protection statutes, breach of express and implied warranties, negligence, and strict liability.

According to Plycem’s records, all of its U.S. manufacturing plants had ceased using fly-ash in its mixture by mid-2015. As Plaintiffs’ alleged defect pertains to Plycem’s use of fly-ash, the Settlement does not release claims for Plycem’s products that do not contain fly-ash. It also does not release any claims against third-parties that relate to improper installation of the Siding.

B. Class Counsel’s Investigation

In response to complaints received by numerous homeowners, including Settlement Class Members, Counsel spent substantial time investigating the claims against Plycem. Prior to and during litigation, Class Counsel performed extensive corporate research, as well as research on the Siding that included building product standards, Plycem’s compliance with installation instructions, representations regarding the Siding, warranties, Siding specifications and performance representations, and various other materials. Class Counsel also performed home inspections and held several group meetings for homeowners who reported failures in their Siding.

See Exhibit B. Additionally, Class Counsel engaged and worked closely with engineering experts to procure, inspect and perform microscopy and other testing on various samples of Siding, prior to filing the first action in August 2018. Those investigations continued after that filing and included an analysis of the presence and extent of fly ash in the samples provided. *Id.*

The foregoing information was essential to Class Counsel's ability to understand the nature of Plycem's conduct and potential claims and remedies. Class Counsel expended significant resources researching and developing the legal claims at issue, analyzing information regarding the alleged defect and working with their expert to identify the alleged defect. *Id.* Class Counsel is familiar with the claims as they have litigated and resolved cases with similar factual and legal issues, including numerous other building product cases. See ECF 24-2 (Declaration of Daniel K. Bryson in Support of Preliminary Approval of Class Action Settlement). Class Counsel has experience in understanding the remedies and damages at issue, as well as determining the information critical to establish class membership. *Id.* Such experience is instrumental in building product cases as the complexity in the science of design and formulation of the products, the feasibility of alternative design or formulation, the legal defenses and related issues, and damage analysis often exceeds that of other defective product cases. *Id.* There are few lawyers who possess more experience in litigation building products and their integration into homes than Lead Counsel and certain members of the Plaintiffs' Steering Committee. *Id.*

C. Relevant Factual and Procedural Background

This litigation began in August of 2018, when Plaintiffs Dominic³ and Amanda Lowe filed a class action lawsuit against Plycem and related Defendants in the South Carolina Court of Common Pleas (Berkeley County). Following Plycem's removal of the South Carolina action to

³ Mr. Lowe passed away last year, in 2020.

the United States District Court for the District of South Carolina in November of 2018, ten additional cases were filed in District Courts of nine other states (North Carolina, Iowa, Ohio, Kansas, Georgia, Minnesota, Massachusetts, Kentucky, and Florida).

Each of the eleven complaints filed brought claims for various causes of action, including breach of consumer protection statutes, breach of warranty, and others. In the analysis of viable causes of actions, Class Counsel had to additionally address the numerous provisions contained in the Warranty that purportedly limited remedies and recovery under the Warranty. Specifically, the Warranty contained limitations and exclusions, as well as a “Binding Arbitration” provision. These provisions were at issue in Plycem’s Motions to Dismiss. These arguments, particularly those pertaining to the validity and enforceability of the arbitration provision required Class Counsel to engage in complex legal research and analysis in opposition thereto. In addition to this legal research, Class Counsel procured detailed affidavits from Class Representatives to further oppose arbitration.

Plycem also moved to dismiss Plaintiffs’ allegations as they relate to the causes of actions raised, and asserted several defenses including that the majority of the Siding does not manifest damage; the damage that has manifested is a result of mishandling and/or installation; and that it did not conceal knowledge of any defect(s). Plycem further argued that to the extent a particular homeowner’s Siding manifested a problem that was covered by the Limited Warranty, Plycem honored this Limited Warranty. Plaintiffs filed opposition briefing to several of those Motions, some of which contained detailed affidavits from the Plaintiffs at issue in the Motions.

Although Plycem’s Motions to Dismiss were pending, the parties continued to move forward with discovery, particularly in the *Johns* action in the form of written discovery requests,

subpoenaing and reviewing records from several third-parties, drafting and negotiating orders pertaining to confidentiality and production of electronically stored information.

In January of 2019, one Plaintiff filed a Motion to Transfer Actions to the Southern District of Ohio Pursuant to 28 U.S.C. § 1407, with the Judicial Panel on Multidistrict Litigation (“JPML”). Plycem opposed the Motion to Transfer, citing to variations in the products and state law. Plycem further contested Ohio as Plaintiffs’ proposed venue. A contested hearing was held before the JPML on March 28, 2019. Shortly thereafter, on April 2, 2019, the JPML transferred the Plaintiffs’ actions to the District of South Carolina, under the MDL name *In re: Allura Fiber Cement Siding Products Liability Litigation*, MDL No. 2886.

Following transfer, the Parties engaged in the negotiation of the case management order pertaining to appointment of leadership in the MDL, mutual production of documents in response to Fed. R. Evid. 408 requests, and extensive engagement of settlement negotiations for more than six months, as more fully discussed herein.

D. Multiple Mediations and Subsequent Settlement Discussions

In late summer of 2019, the Parties began to explore the possibility of settlement without further, protracted litigation. The Parties notified the Court of their desire to engage in formal mediation in an attempt to resolve the litigation. The Court provided the names of suggested mediators, including Thomas J. Wills, Esq., who was later agreed upon by the Parties.

Class Counsel entered the mediation fully informed of the merits of Settlement Class members’ claims. Class Counsel negotiated the proposed Settlement while zealously advancing the position of Plaintiffs and Settlement Class Members. Class Counsel was and is fully prepared to continue to litigate these actions rather than accept a settlement that is not in the best interest of Plaintiffs and the Settlement Class. Thomas J. Wills, Esq. actively supervised and participated in

the settlement discussions, over the course of numerous mediations and subsequent settlement discussions, to help the Parties reach an acceptable compromise. *See* Exhibit B.

As shown herein, the Parties' settlement negotiations are the product of hard-fought, arm's length negotiations, which took place over the course of approximately six months, and included three (3) in person, multiple day mediation sessions, and frequent follow-up discussions and negotiations with the aid of Thomas Wills, Esq., a neutral mediator who has substantial experience mediation class actions and building product litigation. During this period, the Parties engaged in extensive and detailed negotiations regarding every aspect of the Settlement and its exhibits. *Id.*

In an effort to aid productive settlement discussions, the Parties exchanged requests for documents pursuant to Fed. R. Evid. 408, and engaged in several meet and confers regarding production of documents in response to those requests. Subsequently, the Parties cooperated in rolling productions of documents in advance of mediation with Mr. Wills. *Id.*

Prior to the first mediation session, Mr. Wills held separate phone conferences with the Parties, and the Parties provided private mediation statements to him. The Plaintiffs also provided Plycem with a demand in advance of the first mediation.

On August 28, 2019, the Parties attended the first full-day mediation at the office of Mr. Wills, but were unable to resolve this matter at the first mediation. On November 7, 2019, an informal meeting was held regarding several settlement matters in Plycem's Counsel's offices in Washington, D.C. On December 16, 2019, the Parties attended a second full-day mediation at the office of Mr. Wills, at which time they remained unable to resolve this matter. Following the second mediation, the Parties attended a status conference with the Court, wherein the Court offered another opportunity for the Parties to mediate prior to scheduling hearings on Plycem's

Motions, which were to be re-filed. The Parties scheduled a subsequent two-day mediation with Mr. Wills, which took place on February 19-20, 2020.

The negotiations were complex and accounted for numerous factors in addition to replacement product, including labor and associated costs, the integration of the product into the home, and a threshold percentage of Qualifying Damage which would result in a total elevation replacement. Further accounted for was the difficulty a Class Member may have in finding a contractor to perform replacement where there was less Qualifying Damage, as well as paint for elevations that did not qualify for total replacement. Given the complexity in the issues and pricing, Plycem's engineering expert was present for almost every day of mediation and often participated in the negotiations with Class Counsel.

As a result of the mediation process and extensive, hard-fought, arms-length negotiation, the Parties signed a Memorandum of Understanding at the conclusion the second day of mediation on February 20, 2020.

Over the course of the next seven months, the Parties continued their discussions and negotiations of the finer details of the Settlement, and they worked diligently and expended a substantial amount of time and effort to finalize the terms of the Settlement Agreement, its ancillary documents, and preparation of the plan for class notice. During this time, the Parties conducted detailed negotiations regarding the language of the class notice and claim forms, and the methodology of the notice plan. These negotiations were complex and involved lengthy and repeated discussions regarding virtually every provision of the Settlement Agreement and its many exhibits, including the structure of the Settlement itself and the claims process, among a multitude of other issues. In fact, Plycem's expert further participated in the negotiations related to installation exclusions in the Settlement Agreement. Exhibit B. Adding to the complexity of the

negotiations was the 2020 COVID-19 pandemic, which resulted in related problems in the originally agreed upon terms, including the way in which the Fund was to be paid by Plycem. This resulted in additional negotiations and unforeseen issues that required unique and creative efforts by the Parties to compromise in light of the pandemic. *Id.*

Thus, the Settlement and all of its terms, including class notice and the claim process, were reached after extensive arm's-length negotiations.

IV. MATERIAL TERMS OF THE SETTLEMENT

The following is a general summary of the principal terms of the proposed Settlement. The proposed Settlement offers three Options for relief, including compensation for replacement product and some payment towards the cost of repairs. Class members have reserved their rights against installers of the Siding and so Plycem is not the sole entity potentially available to compensate Class members.

The proposed Settlement also provides for payment of Service Awards to Plaintiffs, payment of costs of notice and claims administration, payment of Class Counsel's fees and expenses, and details of the release of the Parties. The proposed Settlement offers a substantial recovery to the Settlement Class Members and does so through a claims process that does not impose undue burden on the Settlement Class Members. The Settlement Agreement includes an appeals process and treats all similarly situated Settlement Class Members fairly and equally as the recovery is based on the quantity of materials that have experienced Qualifying Damage.

A. The Settlement Fund

Plycem has begun and will continue to establish a Settlement Fund that will provide payment for the benefits to the Class, as well as the costs of notice and administration, Plaintiffs' Service Awards, and attorneys' fees. The total amount of the Settlement Fund will be up to \$12,500,000.00, and will be funded and replenished on an as-needed basis as follows:

1. \$2,000,000.00 within 15 days of the Effective Date⁴;
2. \$4,000,000.00 by March 1, 2021;
3. \$4,000,000.00 by September 15, 2021; and
4. \$2,500,000.00 by January 15, 2022.

To date, the first and second payments have been made to the fund, totaling \$6,000,000.00 available for payment of initial claims, Notice, and partial attorneys fees and reimbursement of costs. Exhibit B.

B. The Settlement Class

Plaintiffs seek preliminary approval of the Settlement on behalf of the following Settlement Class:

All individuals or entities who, as of the Effective Date, own a single-family house in the United States on which the Siding is installed. (“Settlement Class Members”). Fly-ash is presumed to be present in Allura branded fiber cement, lapboard siding that was manufactured at the following plants and installed during the identified time periods:

- (1) Plycem’s plant in Roaring River, North Carolina and installed on homes between February 18, 2014 and September 1, 2015; or
- (2) Plycem’s plant in White City, Oregon and installed on homes between February 18, 2014 and September 1, 2014.

Excluded from the Settlement Class are

- (1) all persons who timely opt-out of this Settlement under Federal Rule of Civil Procedure 23; (2) owners of multi-family and commercial buildings; (3) Plycem employees; and (4) the Judge to whom this case is assigned and any member of the Judge’s immediate family.

The Parties agree that the Settlement Class includes tens of thousands of members.

C. Class Benefits

⁴ This began on January 4, 2020.

Settlement Class Members eligible for relief under the Settlement will receive compensation for replacement product, labor, and related costs. The amount of compensation depends on which compensation option the claimant selects, and accounts for a threshold level of damage that will result in total elevation replacements. Settlement Class Members with Qualifying Damage on less than 30% of an Elevation will receive compensation for the portion of the elevation with Qualifying Damage. Claimants with Elevations experiencing Qualifying Damage on 30% or more of an Elevation will be eligible for compensation for the entire Elevation. Any claimant with an Elevation with less than 30% of Qualifying Damage will be eligible to receive an additional paint allowance to compensate for aesthetic issues associated with partial repairs of the Siding. Notably, the compensation will not be reduced to account for proration related to the age of the Siding.

As defined in section 1.23 of the Settlement Agreement, Qualifying Damage includes a board of Siding that has experienced cracking, bowing, shrinking, warping, breakage, or gapping (greater than 3/16"). Significantly, Replacement Area is defined as follows:

- For each Elevation where Qualifying Damage exists on 30% or more of the entire elevation, then that Elevation's Replacement Area will be the entire Elevation.
- For each Elevation where Qualifying Damage exists on less than 30% of the entire Elevation, then that Elevation's Replacement Area will be limited to the square footage containing Qualifying Damage

As described herein, Settlement Class Members will have the following three Options with regard to Qualifying Damage and the Replacement Area:

Option 1: "Replacement and Repair." The Class Member electing this Option will receive:

- \$1 per square foot towards the cost of primed fiber cement board equal to the size of the Replacement Area

- \$4.75 per square foot of Replacement Area to contribute to additional repair costs, including installation labor, paint, home wrap, trim, and all other repairs and/or incidental work (“Additional Costs”);
- An additional \$200 if the total Replacement Area is 20 boards or fewer; and
- a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

This is the procedure for this option:

- Within 30 days after final approval of the Claim, the Claims Administrator will pay 30% of the amount of Additional Costs described above.
- The Settlement Class Member must then perform repairs, including replacing the Siding that was determined to be in the Replacement Area.
- The Settlement Class Member must provide proof of repair to the Claims Administrator, who must promptly review the proof and accept or deny it.
- Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs.

Option 2: “Quick Cash Option.” The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage. The Claims Administrator will pay 100% of the amount within 30 days of final approval of the Claim. This option provides compensation solely for Siding exhibiting Qualifying Damage.

Option 3: “Cash Option with Proof of Repair.” This option is initially only available for claims with Qualifying Damage that does not exceed 30% of an Elevation. Under this option, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval. If the Settlement Class Member then provides sufficient proof of repair for the entire Elevation, the Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of the remaining portions of the Elevation.

As attested to in the Declaration of John Matthew Canterbury, Licensed General Contractor, “the per square foot pricing for materials, labor and other costs, is in line with industry pricing for fiber cement siding boards, labor and other costs associated with the installation of fiber cement siding.” Exhibit C, ¶5. Further, the addition of “\$200.00 offered to Settlement Class Members with 20 or fewer boards [with Qualifying Damage] is a practical and reasonable addition to ensure that smaller replacement jobs attract qualified contractors. *Id.* at ¶6.

Further, as this Court previously held in granting approval of the class action settlement in the defective window case, *In Re: MI Windows & Doors Prods. Liab. Litig.*, “the possibility of repairs, replacement products, or monetary compensation for consequential damages” constituted “significant relief” for class members. *In Re: MI Windows & Doors Prods. Liab. Litig.*, 2015 U.S. Dist. LEXIS 95889, at *8-9 (D.S.C., July 23, 2015)

V. NOTICE AND SETTLEMENT ADMINISTRATION

The Court-approved notice plan satisfied due process, including the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e), and was “reasonably calculated to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class.” *Reed*, 2016 U.S. Dist. LEXIS 187745, at *5-6.

Settlement Class Members were thus provided with the best practicable notice that was “reasonably calculated, under . . . the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (quoting *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314-15 (1950)).

As demonstrated by the Declaration of Steven Weisbrot of Angeion Group LLC Re: Notice, the Notice Plan reached approximately 79.62% of the target audience, with an average frequency of 14.31 times each, which is independent of the direct notice efforts. Exhibit A, ¶ 19. This reach exceeded the proposed target of 75%. *Id.* In addition to this reach, Angeion distributed notice of the Settlement to the Settlement Class Members via U.S. Mail and email, including 2,067 notices via first class mail and 42 notices via electronic mail to distributors, retailers, and Settlement Class Members. *Id.* at ¶¶12. This reach exceeds the standard set out by the Federal Judicial Center, which 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). As of April 12, 2021, the Settlement Website has received more than 100,000 visitors who viewed more than 123,000 pages. Exhibit A, ¶ 25. To date, 1,689 registrations to file a claim have been submitted. *Id.*

IV. REACTION TO THE SETTLEMENT BY THE SETTLEMENT CLASS

Only one objection to the settlement was filed with the Court; however, that objection has been withdrawn in writing (ECF Nos. 28 and 29). Currently, there are no pending objections, and there have been twenty opt-outs. Further, no state or federal government officials filed objections, which also weighs in favor of granting final approval.

V. THE STANDARDS OF RULE 23(A) AND RULE 23(B)(3) HAVE BEEN MET

The Court previously found that the requirements of Rule 23(a) and 23(b)(3) have been satisfied in this Action when conditionally certifying the Settlement Class in its Preliminary Approval Order. ECF No. 25 at 3-5. Plaintiffs respectfully submit that the Court should make the same determinations in granting Final Approval and certifying the Settlement Class.

VI. LEGAL STANDARDS FOR FINAL APPROVAL

“Rule 23(e) requires that the court approve any proposed settlement or compromise in a class action suit after notice of the settlement be given to all class members, after a hearing, and after finding that the settlement is fair, reasonable, and adequate.” *Reed v. Big Water Resort, LLC*, 2016 U.S. Dist. LEXIS 187745, at *31 (D. SC. May 26, 2016).

There is a "strong judicial policy in favor of settlements, particularly in the class action context." *Id*, quoting *In re PaineWebber Ltd. P'ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998). Rule 23(e) of the Federal Rules of Civil Procedure requires court approval before a class action can be dismissed via a settlement. “Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strains such litigation imposes upon already scarce judicial resources.” *Reed*, 2016 U.S. Dist. LEXIS 187745, at *15, citing *Armstrong v. Board of School Directors*, 616 F.2d 305, 313 (7th Cir. 1980).

“Although Rule 23(e) does not delineate a procedure for court approval of settlements of class actions, the courts generally have followed a two-step procedure. [] First, the court conducts a preliminary approval or pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval" or, in other words, whether there is "probable cause" to notify the class of the proposed settlement. [] Second, assuming that the court grants preliminary approval and notice is sent to the class, the court conducts a "fairness" hearing at which all

interested parties are afforded an opportunity to be heard on the proposed settlement. The ultimate purpose of the fairness hearing is to determine if the proposed settlement is "fair, reasonable, and adequate." *Reed*, 2016 U.S. Dist. LEXIS 187745, at *15 (internal citations omitted). The Settlement here meets the standards of Rule 23(e) and applicable case law and Final Approval should therefore be granted.

A. The Proposed Class Settlement is Fair, Reasonable, and Adequate to All Class Members.

"Settlement approval is within the Court's discretion, which should be exercised in light of the general judicial policy favoring settlement." *Reed*, 2016 U.S. Dist. LEXIS 187745, at *15, quoting *In re Sumitomo Copper Litig.*, 189 F.R.D. 274, 280 (S.D.N.Y. 1999) (internal quotations omitted). In deciding whether to approve the Settlement, the Court should "determine whether, as a whole, it is fair, reasonable and adequate to class members." *Reed*, 2016 U.S. Dist. LEXIS 187745, at *15, citing *U.S. v. N.C.*, 180 F.3d 574, 581 (4th Cir.1999); Fed. R. Civ. P. 23(e)(2).

The District Court of South Carolina evaluates the following factors in determining whether a proposed settlement is fair, reasonable, adequate and proper for final approval:

1. The fairness of the settlement negotiations and the views and experience of counsel;
2. The relative strength of the parties' cases as well as the uncertainties of litigation on the merits;
3. The complexity, expense and likely duration of the litigation;
4. The adequacy of the settlement amount viewed against the risks and expenses of continued litigation; and
5. The stage of the litigation, including the factual record developed.

Reed, 2016 U.S. Dist. LEXIS 187745, at *15, citing *S. Carolina Nat. Bank*, 749 F. Supp. at 1423. As described below, the Settlement here is a fair, reasonable, and adequate settlement that is in the best interest of the Class.

i. The Proposed Settlement is a Fair Settlement Negotiated by Experienced Counsel at Arms' Length.

“In a class action settlement, there is a presumption of fairness, reasonableness, and adequacy when it is achieved through arms-length negotiations between experienced and capable counsel who are necessary to effect representation of the class interest after meaningful discovery.” *Reed*, 2016 U.S. Dist. LEXIS 187745, at *17, citing *S. Carolina Nat. Bank v. Stone*, 749 F. Supp. at 1424; *Manual for Complex Litigation (Third)* § 30.42 (1995). “The Fourth Circuit recognizes the following factors in assessing the Rule 23(e) standard for fair settlement negotiations, including ‘(1) the posture of the case at the time settlement was proposed, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the negotiations, and (4) the experience of counsel in the area of class action litigation.’” *Reed*, 2016 U.S. Dist. LEXIS 187745, at *17, *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158-59 (4th Cir. 1991).

The proposed Settlement readily meets these factors. The proposed Settlement was reached after more than two years of litigation; witness interviews; expert investigation and testing; product and corporate research; extensive motion briefing; exchange of written discovery requests, service of subpoenas, and review of responsive documents. In response to document requests, Plycem produced formulation logs for the Siding, sales data for the years the Siding was sold, inspection reports related to the Siding, warranty claim files, summary warranty claim information, third-party audit reports and testing data. In response to subpoenas, builders and distributors produced additional relevant materials. Further, the Parties engaged in hard-fought, arm's length negotiations over more than six months, including four days of formal mediation with Thomas J.

Wills, Esq. in Charleston, South Carolina and another informal day of negotiations in Washington D.C. During this period, the Parties engaged in extensive and detailed negotiations regarding every aspect of the Settlement and its exhibits. Accordingly, the proposed settlement is in the best interest of the class and satisfied the factors for final approval in *In re Jiffy Lube Sec. Litig.* and Rule 23(e).

ii. The relative strength of the parties' cases as well as the uncertainties of litigation on the merits favors settlement.

Plaintiffs and Class Counsel are confident in the strength of their case but are also pragmatic in their awareness of Plycem's numerous defenses, and the risks inherent in trial and post-judgment appeal. Procedurally, Plycem argued that pursuant to the terms of its Limited Warranty, Plaintiffs' claims are subject to arbitration rather than litigation. Substantively, Plycem opposed Plaintiffs' allegations through Motions to Dismiss, and further argued that the majority of the Siding does not manifest damage, the damage that has manifested is a result of mishandling and/or installation, and that it has not concealed knowledge of any defect(s). Plycem further argued that to the extent a particular homeowner's Siding manifested a problem that was covered by the Limited Warranty, which provides only for replacement product and not cash. Plycem argued that it has honored this Limited Warranty.

There is no doubt that continued litigation here would be difficult, expensive, and time consuming. The risks and obstacles in this case are just as great as those in other product defect class actions and this case would likely have taken years to successfully prosecute, with the risk that there would be no recovery at all. Recovery, if any, by any means other than settlement would require additional years of litigation in the district courts and on appeal. Put simply, Plaintiffs faced the risk of losing at class certification, summary judgment, at trial, or on appeal. In fact, while *In Re: CertainTeed Fiber Cement Siding Litigation*, MDL No. 2270 (E.D. Pa.) resulted in a successful settlement, Class Counsel is aware of the summary judgment dismissal of all fourteen cases in *In*

Re: Hardieplank Fiber Cement Siding Litigation, 284 F.Supp.3d 918 (D. Minn., January 2, 2018). Moreover, even if Plaintiffs prevailed at trial, any recovery could be delayed for years by an appeal. This Settlement provides substantial relief to Settlement Class Members without further delay. Thus, the strengths and weaknesses of Plaintiffs' claims and of Defendants' defenses strongly favors the proposed settlement.

iii. The complexity and expense of the case, the adequacy of the settlement, and the stage of litigation support approving the settlement.

The duration, complexity, and costs of continued litigation supports approval of the proposed settlement. This case involved difficult and novel issues that presented a significant risk of nonpayment. The claims and defenses in this action are complex. Plaintiffs faced the risk of being compelled to arbitration, as well as losing at class certification, summary judgment, at trial, or on appeal. The risks and obstacles in this case are just as great as those in other building product defect class actions and this case would likely have taken years to successfully prosecute, with the risk that there would be no recovery at all.

As described above, prior to and during litigation, Plaintiffs' counsel performed extensive corporate research, as well as research on the Siding and building product standards, Plycem's compliance with installation instructions, representations regarding the Siding, warranties, Siding specifications and performance representations, and various other materials. Additionally, Plaintiffs engaged engineering experts to inspect and perform testing on various samples of Siding.

In addition to substantial pre-litigation investigation, this Settlement is the product of more than two years of litigation, which began in August of 2018, when Plaintiffs Dominic and Amanda Lowe filed a class action lawsuit against the Plycem Defendants in the South Carolina Court of Common Pleas (Berkeley County). Following Plycem's removal of the South Carolina action to the United States District Court for the District of South Carolina in November of 2018, ten

additional cases were filed in District Courts of nine other states (North Carolina, Iowa, Ohio, Kansas, Georgia, Minnesota, Massachusetts, Kentucky, and Florida).

Each of the Complaints filed brought claims for various causes of action, including breach of consumer protection statutes, breach of warranty, and others. Plycem also moved to dismiss Plaintiffs' allegations as they relate to the causes of actions and raised several defenses, including that the majority of the Siding does not manifest damage; the damage that has manifested is a result of mishandling and/or installation; and that it did not concealed knowledge of any defect(s). Plycem further argued that to the extent a particular homeowner's Siding manifested a problem that was covered by the Limited Warranty, Plycem honored this Limited Warranty. Plaintiffs filed oppositions to several of Plycem's Motions, which included substantial affidavits from Plaintiffs.

Although Plycem's Motions were pending, the parties continued to move forward with discovery, particularly in the *Johns* action, in the form of written discovery requests, subpoenaing and reviewing records from several third-parties, drafting and negotiating orders pertaining to confidentiality and production of electronically stored information. As described above, on April 2, 2019, the JPML transferred the Plaintiffs' actions to the District of South Carolina, under the MDL name *In re: Allura Fiber Cement Siding Products Liability Litigation*, MDL No. 2886. Following transfer, the Parties engaged in the negotiation of the case management order pertaining to appointment of leadership in the MDL, mutual production of documents in response to Fed. R. Evid. 408 requests, which lead to extensive settlement negotiations for more than six months, followed by another seven months of negotiating the finer details of the settlement, its ancillary documents, and preparation of the plan for class notice.

Thus, the Settlement, which was reached after more than two years of litigation, occurred following witness interviews; expert investigation and testing; product and corporate research;

extensive motion briefing; exchange of written discovery requests, service of subpoenas, and review of responsive documents detailing formulation logs for the Siding, relevant sales data, inspection reports related to the Siding, warranty claim files, summary warranty claim information, third-party audit reports and testing data. In response to subpoenas, builders and distributors produced additional responsive materials. Thus, the record was sufficiently developed to enable the Parties to make a reasoned and informed judgment regarding the Settlement. Further, the Settlement here was informed by expert analysis, and by numerous, ongoing discussions with the mediator regarding each party's factual and legal theories. With this information, the Parties engaged in hard-fought, arm's length negotiations over more than six months, including four days of formal mediation.

Further, the adequacy of the settlement when weighted against the risks and expenses of continued litigation and trial favors settlement. Here, as described *supra*, the Settlement provides substantial benefits to Class Members. *See also* Dec. of Canterbury. As described herein, Plaintiffs alleged that due to improper design, formulation, and/or manufacturing, the Siding in their homes cracks, warps, shrinks, bows, breaks, and otherwise ages prematurely and fails under normal conditions as a result of Plycem's use of fly ash in the design and/or formulation of the Siding. Here, Plaintiffs were able to hold Plycem accountable for their use of fly ash in the Siding, which Plaintiffs alleged caused premature failure of the Siding, as well as provide relief not otherwise permitted by the Warranty. As detailed further in the Settlement Agreement, Settlement Class Members with Qualifying Damage to their Siding will have the three options for the compensation, including: (1) Replacement and Repair; (2) Quick Cash; or (3) Cash with Proof of Repair. This relief is significant. *See In re MI Windows & Doors Prods. Liab. Litig.*, 2015 U.S. Dist. LEXIS 95889, at *8-9 (D. S.C. July 23, 2015) (in class action regarding defective windows, finding relief

including “the possibility of repairs, replacement products, or monetary compensation for consequential damages” constituted “significant relief” for class members).

If this action was not settled and was required to proceed to trial, the Parties would incur significant additional expenses, including the further payment of expert witnesses and technical consultants, along with substantial time devoted to briefing Plaintiffs’ motion for class certification, *Daubert* motions, and summary judgment motions, preparing for and conducting trial, post-trial motion practice, and appeal, all of which could have impacted the recovery in this Action. The proofs necessary to prevail at trial would be greater than what is required under the Settlement. This Settlement represents an efficient alternative to what may otherwise be a prolonged and complex class action.

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the Motion for Final Approval of the Settlement, affirm its certification of the Settlement Class, and enter the proposed Final Approval Order.

This 3rd day of May, 2021

Respectfully submitted,

Daniel K. Bryson
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WHITFIELD BRYSON LLP
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Raleigh, NC 27603
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Lead Counsel for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: ALLURA FIBER CEMENT) MDL No. 2886
SIDING PRODUCTS LIABILITY)
LITIGATION.) Case No. 2:19-mn-02886-DCN
_____)

**DECLARATION OF STEVEN WEISBROT OF
ANGEION GROUP LLC RE: NOTICE**

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

2. I am the President and Chief Innovation Officer at the class action notice and settlement administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

3. My credentials were previously described in my prior declaration submitted to the Court on October 21, 2020 (Dkt. No. 24-1).

4. The purpose of this declaration is to provide the Court with a summary of the work performed by Angeion related to the Notice Plan as outlined in my prior declaration.

5. Angeion has been appointed by the Court to serve as Settlement Administrator and to, among other tasks (a) distribute notice of the Settlement to the Settlement Class Members via U.S. Mail and email as applicable, and through the other methods delineated in the Settlement Agreement and the Notice Plan; (b) establish and maintain a case specific website, call center, and email address; (c) respond to Settlement Class Member inquiries; and (d) perform all other duties assigned to the Settlement Administrator in the Settlement Agreement and in the Court’s Order Conditionally Certifying Settlement Class, Granting Preliminary Approval of Settlement

and Approving Distribution of the Class Notice dated December 18, 2020 (“Preliminary Approval Order”).

Settlement Class List

6. On or about January 11, 2021, and later supplemented on or about January 14, 2021, Angeion received from the Parties Excel spreadsheets containing, where available, names, mailing addresses, email addresses, and phone numbers of potential Settlement Class Members (collectively, the “Class List”).

7. Angeion then reviewed the records to determine the appropriate noticing method for each Settlement Class Member on the Class List.

8. Further, Plycem provided Angeion with a list of known dealers and retailers who may have installed the Siding during the Class Period.

9. As a result of the review of the class list data Angeion sent 2,067 notices via first class mail and 42 notices via email. The notices sent included notice to 1,143 dealers, builders and retailers, as well as direct notice to known potential Settlement Class Members.

10. Prior to commencing email notice, Angeion subjected all email addresses to an email verification process that identified undeliverable and invalid email addresses. Prior to mailing notice, Angeion subjected all mailed notice addresses to a National Change of Address search and verification process using publicly available records.

Dissemination of the Settlement Notice

Email Notices

11. On January 15, 2021, Angeion caused the Court-approved Notice to be sent via email to 42 Settlement Class Member with a valid email address. A true and accurate copy of the emailed Notice is attached hereto as **Exhibit A**.

Mailed Notices

12. On January 15, 2021, Angeion mailed 2,067 Notices to distributors, retailers, and Settlement Class Members with a valid postal address. A true and accurate copy of the Notice is attached hereto as **Exhibit B**.

Undeliverable Mailed Notices

13. As of April 12, 2021, Angeion has not received any Notices returned as undeliverable from the United States Postal Service (“USPS”) with a forwarding address.

14. As of April 12, 2021, Angeion has received 211 Notices returned as undeliverable from the USPS without a forwarding Address. Angeion has conducted a skip trace utilizing Lexis Nexis, a nationally recognized address search firm. Lexis Nexis combines numerous public records and publicly available sources, which contain nationwide person locator, authentication, and verification information for approximately 400 million unique individuals based in the United States and territories. Its sources include national credit reporting companies header databases, current and historic address files, white page phone publisher data, an Electronic Directory Assistance type database, Social Security death records from the Social Security Administration, and numerous public record sources, including motor vehicle registrations, driver’s license databases, voter registration databases, public license data and property ownership records, and data collected by marketing, registrations and warranty card aggregators.

15. As a result of the skip trace search *supra*, Angeion has identified 88 new addresses. Angeion updated the database with the newly located address data and caused the Notice to be re-mailed.

Media Notice

Internet Banner Ad and Social Media Notice

16. Beginning on January 15, 2021, Angeion implemented a comprehensive media notice program that was designed to deliver an approximate 75% reach with an average frequency of 11.4 times by serving approximately 22,583,333 internet banner ad impressions, an approximate 20,481,928 impressions via Facebook and publication via *People Magazine*. The banner ad notices utilized in this notice program were in the same form as **Exhibit C** attached hereto.

17. The internet banner ad portion of the campaign resulted in 33,584,782 digital banner ad impressions served, and the Facebook component resulted in a total of 23,869,366 impressions served. It is important to note that the number of impressions served for the banner ads and Facebook ads both exceeded the targeted number of impressions.

Publication Notice

18. Angeion caused a true and correct copy of the publication notice to be published in a half page black and white ad in the February 21, 2021, national edition of *People Magazine*. A true and accurate copy of the publication is attached hereto as **Exhibit D**.

Reach and Frequency

19. The media notice component described *supra* delivered an approximate 79.62% reach with an average frequency of 14.31 times each. This reach percentage exceeded the targeted 75% reach as outlined in my prior declaration and is independent from the direct notice efforts. The 79.62% reach is also separate from the additional notice efforts described below.

Industry-Specific Notice

20. Beginning on January 15, 2021, Angeion commenced a media and social media component specifically targeted to industry professionals. As a result of these efforts, an

additional 1,215,104 digital banner ad impressions and 3,201,690 Facebook impressions targeted to industry professionals were served.

21. Angeion caused a true and correct copy of the publication notice to be published in the February 2021 edition of *Builder* and the February 2021 and March 2021 editions of *the Journal of Light Construction*. True and accurate copies of the publications are attached hereto as **Exhibit E**.

22. Additionally, Angeion caused 625,078 digital ad impressions to be served on trade specific platforms. A true and accurate copy of these display ads is attached hereto as **Exhibit F**.

Settlement Website

23. On January 15, 2021 Angeion established the following website: www.PlycemSidingSettlement.com (the “Settlement Website”). The Settlement Website contains general information about the Settlement and contains relevant Court documents (including the Settlement Agreement, Long-Form Notice of Settlement in English and Spanish, an Opt Out form the Motion for and Order granting Preliminary Approval). The Settlement Website also has an online registration portal where Settlement Class Members may register to receive updates and a Claim Form pending final approval of the settlement. This registration process has been used previously by Angeion and allows Settlement Class Members who receive initial notice from a third-party, such as a dealer or retailer, to be added to the Settlement Class Member database, receive direct communications and ultimately allows Angeion to provide the Settlement Class Member with a claim form and/or notification of commencement of the claims period.

24. The Settlement Website also has a “Contact Us” page whereby Settlement Class Members can contact Angeion via email to register, submit address updates and ask questions regarding the Settlement.

25. As of April 12, 2021, the website has received 103,420 visitors who viewed 123,512 pages with 1,689 registrations submitted.

Toll-Free Number

26. On January 15, 2021, Angeion established the following toll-free telephone line devoted to this Settlement: 844-530-0355. The toll-free line utilizes an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and important information regarding the settlement. The toll-free line is accessible 24 hours a day, 7 days a week. As of April 12, 2021, the toll-free hotline has received 340 calls totaling 1,828 minutes.

Requests for Exclusion and Objections

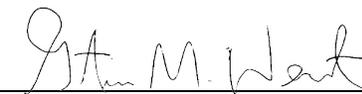
27. As of April 12, 2021, Angeion has been advised by the parties that a total of zero objections and twenty requests for exclusion from the Settlement have been received.

Conclusion

28. In my professional opinion, the notice program described herein is the best notice practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 3, 2021



Steven Weisbrot

Exhibit A

[REDACTED] y

From: Plycem Siding Settlement Administrator <DoNotReply@plycemsidingsettlement.com>
Sent: Thursday, January 14, 2021 3:16 PM
To: [REDACTED]
Subject: [External] Notice of Cement Fiber Board Siding Class Action Settlement

[This is an External Email – Do Not Click Unsolicited Links or Attachments]

To: [REDACTED]

Claim Number: ALU123

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT IF YOU ARE A SINGLE FAMILY HOMEOWNER WITH: SIDING MANUFACTURED IN PLYCEM’S PLANT LOCATED IN WHITE CITY, OREGON BETWEEN FEBRUARY 1, 2014 AND MAY 7, 2014 OR MANUFACTURED IN PLYCEM’S ROARING RIVER, NORTH CAROLINA PLANT BETWEEN FEBRUARY 1, 2014 AND FEBRUARY 18, 2015. THE PLACE AND DATE OF MANUFACTURE ARE STENCILED ON THE BACK OF EACH BOARD. THERE ARE CERTAIN PRESUMPTIONS RELATED TO THE DATE OF INSTALLATION THAT APPLY, WHICH ARE DESCRIBED IN MORE DETAIL IN THE [NOTICE](#).

You must file a Claim Form to receive a settlement benefit. Claims filing will begin after the Settlement is approved. You may [REGISTER HERE](#) to receive information and a claim form.

A Court authorized this notice. This is not a solicitation.

Read this notice carefully, as it affects your rights.

For more information, visit www.PlycemSidingSettlement.com or call **1 (844) 530-0355**

WHAT IS THIS CASE ABOUT? Plaintiffs allege that due to fly-ash in the Siding formula, the Siding is prone to cracking, bowing, shrinking, warping, breakage, or gapping. Defendants contend that the Siding is not defective and performs well when installed properly. The Court

has not made any determination as to the quality of the Siding.

WHO IS INCLUDED IN THE SETTLEMENT? You may be included in the Settlement Class if you own a home with Siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or manufactured in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015. It is presumed that you have the Siding on your home if it was manufactured at Roaring River and installed between February 18, 2014 and September 1, 2015; and if it was manufactured at White City and installed between February 18, 2014 and September 1, 2014. A stencil marking on the back of each board shows the place and date of manufacture.

WHAT RELIEF DOES THE SETTLEMENT PROVIDE? The Settlement covers claims for Qualifying Damage, evidenced by cracking, bowing, shrinkage, warping, breakage, or gapping in the Siding not caused by improper installation and, if available, evidence of the alleged property damage resulting from such failed Siding. 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, painting, and other work on an elevation where Qualifying Damage exists; (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. Option 3 is only available for claims with Qualifying Damage that does not exceed 30% of an elevation. Under this option, eligible claimants receive \$4.25/square foot for areas exhibiting Qualifying Damage within 30 days of final approval of the claim, plus \$4.25/square foot for the remainder of the elevation within 30 days of submission of approved proof of replacement of the claimed area.

WHAT ARE MY OPTIONS? If you stay in the Class, you will be legally bound by the Settlement's terms and you will release your claims against Defendants, regardless of whether you file a Claim Form. If you do not want to be legally bound by the Settlement, you must Opt-Out of the Settlement by **March 18, 2021**. If you Opt-Out, you will not be entitled to receive a Settlement Purchase Certificate(s) but you will retain the ability to file your own claim against Defendants. If you do not Opt-Out, you may Object to the Settlement by **March 18, 2021**. The [Notice](#) available on the Settlement Website explains how to Opt-Out or Object.

The Court will hold a Hearing on **May 17, 2021** at **11 am** to consider whether to approve the Settlement. Lead Class Counsel plans to request attorneys' fees and reimbursement of costs up to 33% of the value of the Settlement, including the 12,500,000.00 Settlement Fund. These fees, costs, and expenses and service awards will be decided by the Court and will be paid from the Settlement Fund. The Court may award less than this amount.

FAIRNESS HEARING. A Fairness Hearing will be held on **May 17, 2021** at **11 am** United States District Court for the District of South Carolina, J. Waties Waring Judicial Center, Meeting Street at Broad Street, Charleston, South Carolina 29401. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Representative Plaintiffs.

WHERE CAN I GET MORE INFORMATION? This Notice is only a summary. To get a copy of

the Long Form Notice, Settlement Agreement or to learn more visit: the Settlement Website at www.PlycemSidingSettlement.com; call toll-free at 1(844)530-0355; email Info@PlycemSidingSettlement.com or you may write to the Settlement Administrator at:

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

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

Unsubscribe

Exhibit B

**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

**If You Are a Single Family Home Owner in the United States with
Allura Fiber Cement Siding**

You Could Get Benefits from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation.

- A proposed Settlement has been reached in a class action lawsuit involving certain Allura branded fiber cement lap siding (“Siding”) manufactured or sold by Plycem USA LLC (“Plycem”). The lawsuit claims that the Siding is defective and is prone to cracking, bowing, shrinking, warping, breakage, or gapping. Defendants contend that the Siding is not defective and performs well when installed correctly. The Court has not made any determination regarding the quality of the Siding.
- You may be included in the Settlement Class if you own a home with: Siding manufactured in Plycem’s plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or manufactured in Plycem’s Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015. The place and date of manufacture are stenciled on the back of each board. There are certain presumptions related to the date of installation that apply, which are described in more detail below.
- The Settlement provides three recovery options for Settlement Class Members with Qualifying Damage, which provide for compensation for repair work or replacement product. The Settlement is contingent upon the Court’s final approval, but Settlement Class Members should register their intent to submit a claim with the Claims Administrator now.
- You may register with the Claims Administrator by going to the settlement website www.PlycemSidingSettlement.com or you may mail a statement of your interest to the Claims Administrator. You are strongly encouraged to register if you expect to submit a claim as this will ensure that you receive future communications about the settlement.
- This notice provides only a summary of the terms of the Settlement Agreement (which is available for review at the Settlement website). Capitalized terms in this notice have a specific, defined meaning. If the meaning of a capitalized term is not included in this notice, please refer to the Settlement Agreement for the meaning.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	This is the only way to receive benefits under the Settlement. You may open a claim by visiting www.PlycemSidingSettlement.com or calling 1-844-530-0355. You will then receive instructions for filling out a claim form and submitting a claim package. Although you should register with the Claims Administrator now, you can open and submit a claim for Qualifying Damage only during the two years following the Effective Date of the Settlement which is defined in the Settlement Agreement.
EXCLUDE YOURSELF	You will not receive any benefits from the Settlement, but you will keep any rights you currently have to separately sue Defendants for the claims that are the subject of this lawsuit. The deadline to exclude yourself is March 18, 2021 .
OBJECT TO THE SETTLEMENT	You may write to the Court explaining why you object to the Settlement. Any objection must be filed no later than March 18, 2021 .
GO TO THE HEARING	You may ask to speak in Court about the Settlement. The Final Approval Hearing is scheduled for May 17, 2021 .
DO NOTHING AT ALL	You should not submit a claim now, but you should register your intent to submit a claim with the Claims Administrator now. However, if you do not exclude yourself and do not submit a claim prior to the claim submission deadline, you will not receive benefits from the Settlement and you will give up any rights you currently have as specified in the Settlement Agreement to separately sue Defendants for the claims being resolved by the Settlement.

These rights and options – and the deadlines to exercise them – are explained in this Notice.

WHAT THIS NOTICE CONTAINS

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1. What is this Notice about?
2. What are the lawsuits about?
3. What is a class action?

WHO IS INCLUDED Page 4-5

4. How do I know if my siding is part of the Settlement?
5. Am I included if I am included in the Settlement Class?
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THE SETTLEMENT’S BENEFITS Page 5-6

7. What does the Settlement provide?
8. What can I get?
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11. When may I make a claim?
12. What if my claim is denied or I disagree with the amount of my payment?

REMAIN IN THE SETTLEMENT CLASS Page 7

13. What am I giving up if I stay in the Settlement Class?

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS Page 7-8

14. How do I get out of the Settlement Class?
15. If I don’t exclude myself, can I sue for the same thing later?
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OBJECT TO OR COMMENT ON THE SETTLEMENT Page 8

17. How do I object to or comment on the Settlement?
18. What is the difference between excluding myself and objecting?

THE LAWYER REPRESENTING YOU Page 8

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20. How will the lawyers be paid?

THE FINAL APPROVAL HEARING Page 9

21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to come to the hearing?
23. May I speak at the hearing?

GET MORE INFORMATION Page 9

24. Where can I get more information?

BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about the Settlement of a lawsuit that may affect your rights, before the Court decides whether to approve the Settlement.

Several lawsuits related to the Siding have been consolidated into one case called In Re: Allura Fiber Cement Siding, Products Liability Litigation, MDL No. 2886, Case No. 2:19-mn-2886-DCN (D.S.C.). The United States District Court for the District of South Carolina is overseeing the lawsuit. The people that sued are called Plaintiffs, and the companies they sued are called the Defendants.

2. What is the lawsuit about?

In the lawsuit, Plaintiffs make claims about the durability of certain Allura branded fiber cement Siding. Plaintiffs claim that Siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 and its plant located Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015 contain excessive fly-ash¹ in the formula. Plaintiffs allege that due to the excessive fly-ash in the Siding formula, the Siding is prone to cracking, bowing, shrinking, warping, breakage, or excessive gapping Defendants claim that the Siding is not defective. The Court has not made any determination regarding the claims or quality of the Siding.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

WHO IS INCLUDED

4. How do I know if my Siding is part of the Settlement?

You may be included in the Settlement Class if you own a home with Siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or manufactured in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015. It is presumed that you have the Siding on your home if it was manufactured at Roaring River and installed between February 18, 2014 and September 1, 2015; and if it was manufactured at White City and installed between February 18, 2014 and September 1, 2014. A stencil marking on the back of each board shows the place and date of manufacture.

5. Am I included if I am included in the Settlement Class?

The Settlement only includes individuals or entities who, as of the Effective Date, own a single-family house in the United States on which the Siding is currently installed.

What about co-owners?

Where the home with Siding is owned jointly, the Settlement Class Member includes all persons on the title to the home. 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 Fly-ash is a byproduct of coal production and is sometimes used in building products.

6. Who is not included in the Settlement Class?

The Settlement Class does not include:

- All persons and entities who timely exercise their rights under Federal Rule of Civil Procedure 23 to opt out of the Settlement (see # 14 – 17) below for more details about opting out of the Settlement);
- Owners of multi-family and commercial buildings;
- Claims that have previously been settled or resolved;²
- Defendants or any of its predecessors, successors, parent or subsidiary companies, affiliates, officers, directors, employees, agents, attorneys, representatives, insurers, suppliers, distributors or vendors; and
- Class Counsel and any member of Class Counsels' immediate family; and
- The Judges, including Magistrate Judges, to whom the cases within the MDL Litigation were assigned in the transfer or courts, the Judges, including Magistrate Judges, to whom the MDL Litigation is assigned, and any member of those Judges', including Magistrate Judges', immediate family.

THE SETTLEMENT'S BENEFITS

7. What does the Settlement provide?

The Settlement covers claims for Qualifying Damage, evidenced by cracking, bowing, shrinkage, warping, breakage, or gapping (greater than 3/16") in the Siding and, if available, evidence of the alleged property damage resulting from such failed Siding.

More details are in the Settlement Agreement, which is available at www.PlycemSidingSettlement.com.

8. What can I get?

The benefits you may receive are based on the total square footage of Siding exhibiting Qualifying Damage, which will determine the Replacement Area.

Replacement Area is determined by the percentage of Qualifying Damage on each Elevation (one continuous section/side) of the home. For each Elevation where Qualifying Damage exists on 30% or more of that Elevation, the Replacement Area will be the entire Elevation. Where Qualifying Damage exists on less than 30% of an Elevation, then the Replacement Area is limited to the square footage containing the Qualifying Damage.

Once you have established that you have Qualifying Damage that is not subject to the installation disqualifiers described below, you have three benefit options:

Option No. 1- Replacement and Repair:

- a. 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, including installation, labor, paint, home wrap, trim, and other repairs and/or incidental work.
- b. Claimants will receive an additional \$200.00 if the total Replacement area is 20 boards or fewer.
- c. Claimants will receive an additional paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

² There is not an exclusion for a Settlement Class Member submitting a new claim for Siding that was not the subject of a prior claim that was resolved or settled (i.e. new boards not previously claimed and released during a past warranty claim).

Timing of Payment Under Option No. 1. Within 30 days of final approval of the Claim, the Claims Administrator will pay 30% of the total compensation available under this option. The Settlement Class Member must then perform the repairs within nine (9) months of the issuance of the initial payment, including replacement of the Siding, and provide proof of repair to the Claims Administrator. Within 30 days after proof of repair is accepted by the Claims Administrator, the remaining 70% of the total compensation will be paid to the Settlement Class Member. In the event a Settlement Class Member fails to submit proof of repair, the Claimant will waive and forfeit any claim for payment of repairs.

Option No. 2- Quick Cash Option:

This Option provides compensation solely for Siding exhibiting Qualifying Damage, and does not include the 30% or greater Elevation Replacement Area criteria. 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.

Option No. 3- Cash Option with Proof of Repair:

This Option allows a Settlement Class Member with Qualifying Damage on less than 30% of an Elevation to be reimbursed upon proof of repair. Specifically, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days of final approval of the Claim, and \$4.25 per square foot for any remaining portion of any Elevation that the Settlement Class Members repairs within 30 days after proof of repair is accepted.

9. What is a disqualifying installation error?

No compensation will be paid or awarded for Qualifying Damage predominantly caused by or resulting from installation errors. In evaluating installation, the adjudicator will consider:

- | | |
|--|--|
| i Certain Gapping | v Improper or missing roof to wall transition flashing |
| ii Clearance at base of the house | vi Failure to install Siding on a smooth, rigid, and flat surface |
| iii Improper fastening | vii Inadequate thickness of paint |
| iv Failure to attach Siding to structural framing | |

HOW TO GET BENEFITS

10. How do I make a claim?

Any Settlement Class Member who desires to make a claim under the terms of the Agreement can visit the Settlement website at www.PlycemSidingSettlement.com or call the Claims Administrator at 1-844-530-0355.

The Claims Administrator will send you a Claim Form and accompanying documentation identifying the respective Claim number and containing information and instructions on the submission of the Claim. The materials will require you to provide a Claim Form and supporting documents (collectively, a “Claim Package”), which you may submit by electronic mail, regular mail, or a combination of both.

When you open a Claim, you agree to cooperate to provide such other information as is reasonably needed to evaluate the Claim and efficiently determine whether the Claim qualifies for compensation, and will make your Siding available for inspection, if deemed necessary.

You may and should claim all Qualifying Damage on each Siding board.

More details are available in the Settlement Agreement, which is available at www.PlycemSidingSettlement.com.

11. When may I make a claim?

You may open your claim after the Court grants Final Approval of the Settlement and the Effective Date occurs by visiting the Settlement website at www.PlycemSidingSettlement.com or calling 1-844-530-0355. The Settlement is contingent upon the Court's final approval. Benefits will not be distributed to Class Members until after the Court grants final approval to the Settlement and any appeals are resolved. Appeals could take years to conclude. The Final Approval Hearing is scheduled for May 17, 2021.

Claims for Qualifying Damage must be opened within 24 months of the Effective Date. Claims will be paid in order of submission.

12. What if my claim is denied or I disagree with the amount of my payment?

In the event of a denial, the Claimant may appeal to the Adjudicator from a denial of a claim within 15 days from the Date of Denial or submit further proof to the Claims Administrator from a denial of a claim related to proof of repair within 15 days from the Date of Denial. More details are available in the Settlement Agreement, which is available at www.PlycemSidingSettlement.com.

REMAIN IN THE SETTLEMENT CLASS

13. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself (i.e., opt out of the Settlement), you will give up your right to sue Defendants for the claims in this case as set forth in the Settlement Agreement. You also will be bound by any decisions by the Court relating to the lawsuit and Settlement.

In return for paying the Settlement benefits, Defendants will be released for certain claims relating to the facts underlying this lawsuit. The Settlement Agreement describes the Release, so read it carefully. If you have any questions, you can talk to Class Counsel listed in Question 20 for free or you can, of course, talk to your own lawyer if you have questions about what this means. The Settlement Agreement and the Release are available at www.PlycemSidingSettlement.com.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

14. How do I get out of the Settlement Class?

To exclude yourself from the Settlement Class, you must complete an Opt-Out form by first class mail to Class Counsel.

Your Request for Exclusion must be postmarked or personally delivered no later than March 18, 2021, to:

Siding Settlement Exclusions
Daniel K. Bryson / Harper T. Segui
Whitfield Bryson LLP
900 W. Morgan Street
Raleigh, NC 27603

15. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you will remain in the Settlement Class and give up any right to separately sue Defendants for the claims covered by the Settlement.

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

16. If I exclude myself, can I still get benefits?

No. 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. You will, however, be able to make a claim under the Limited Warranty applicable to the Siding.

OBJECTING TO OR COMMENT ON THE SETTLEMENT

17. How do I object to or comment on the Settlement?

If you are a Class Member and have comments about, or disagree with, any aspect of the Settlement which applies to you, you may express your views to the Court by writing to the Court, Class Counsel, and Defendants' counsel at the addresses below. Your written request must be mailed first class mail.

Your objection must include:

- The consent of all co-owners of the home with the Siding;
- Your name, address, and telephone number;
- Address of the structure(s) that may contain Siding Materials;
- Specify the exact nature of the objection;
- Whether or not you intend to appear at the Final Approval Hearing; and
- Your signature **and**, if applicable, the signature of the attorney representing you.

Any comment or objection to the Settlement must be postmarked or personally delivered no later than **March 18, 2021** and mailed to these three addresses:

<u>COURT</u>	<u>CLASS COUNSEL</u>	<u>DEFENDANTS'S COUNSEL</u>
Clerk of the Court United States District Court for the District of South Carolina J. Waties Waring Judicial Center Meeting Street at Broad Street Charleston, South Carolina 29401	Daniel K. Bryson Harper T. Segui Whitfield Bryson LLP 900 W. Morgan Street Raleigh, NC 27603	Robert L. Hickok Leah Katz Anthony Vale Troutman Pepper Hamilton Sanders, LLP 3000 Two Logan Square Eighteenth & Arch Streets Philadelphia, PA 19103-2799

18. What is the difference between excluding myself and objecting?

If you exclude yourself from the Settlement Class, you are telling the Court that you don't want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement. Objecting to the Settlement simply means telling the Court that you don't like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive a payment.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer representing me?

Yes. The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Settlement Class: Daniel K. Bryson, Scott C. Harris, and Harper T. Segui of Whitfield, Bryson, LLP; Phillip W. Segui of Segui Law Firm, PC, Gregory F. Coleman and Rachel Soffin of Gregory Coleman Law, PC, William F. Cash, III and Matt Schultz of Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Mitchell M. Breit of Simmons Hanly Conroy, LLC, and Michelle J. Looby, Gustafson Gluek, PLLC.

If you have any questions about the Settlement, you can talk to Class Counsel, or you can hire your own lawyer at your own expense.

20. How will the lawyers be paid?

Lead Class Counsel plans to request attorneys' fees and reimbursement of costs up to 33% of the value of the Settlement, including the 12,500,000.00 Settlement Fund. These fees, costs, and expenses and service awards will be decided by the Court and will be paid from the Settlement Fund. The Court may award less than this amount.

THE FINAL APPROVAL HEARING**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **11:00 a.m.** on **May 17, 2021**, at the United States District Court for the District of South Carolina, J. Waties Waring Judicial Center, Meeting Street at Broad Street, Charleston, South Carolina 29401. The hearing may be moved to a different date or time without additional notice, so check www.PlycemSidingSettlement.com for current information. At the Final Approval Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to the Settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire a lawyer to appear on your behalf at your own expense.

23. May I speak at the hearing?

If you send an objection or comment on the Settlement as described above, you will have the right to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

GET MORE INFORMATION**24. Where can I get more information?**

This Notice summarizes the Settlement. You can get more information about the Settlement at www.PlycemSidingSettlement.com or by calling 1-844-530-0355.

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

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
MAG

**Electronic Service
Requested**



NUMERIC EQUIVALENT

Notice ID: <Notice ID>
<<Name1>
<<Name2>
<<Address1>
<<Address2>
<<City>, <<St> <<Zip>
<<Country>

Exhibit C

If you own a home with certain **Allura** branded fiber cement siding manufactured in Plycem's in their White City, OR or Roaring River, NC plants, installed between **2/1/2014 and 9/1/2015** you may be a member of a Class Action Settlement.

for more information
CLICK HERE

If you own a home with certain **Allura** branded fiber cement siding manufactured in Plycem's in their White City, OR or Roaring River, NC plants, installed between **2/1/2014 and 9/1/2015** you may be a member of a Class Action Settlement.

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for more information
CLICK HERE

Exhibit D



Plus!
THEIR
EASY
DECORATING
TIPS

**BEN & ANA
SPLIT**
What Really
Happened

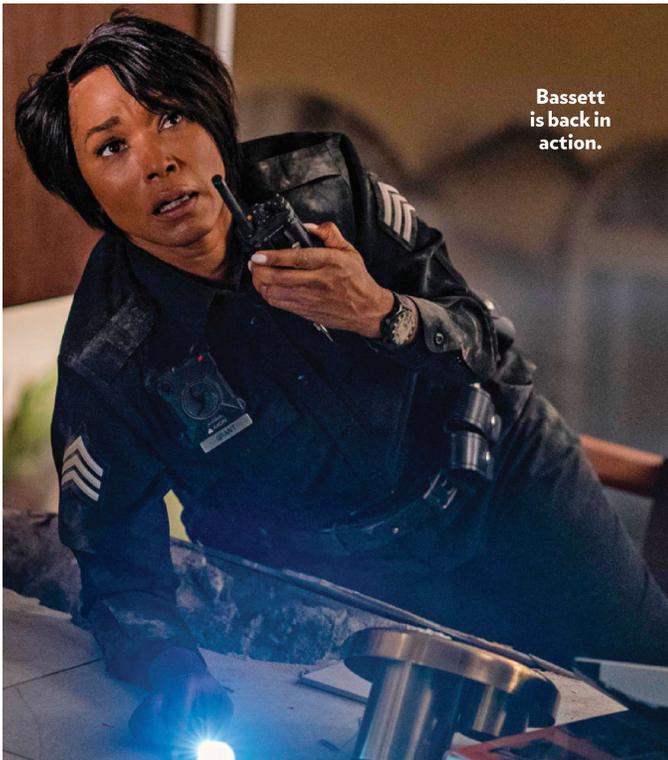
Exclusive
Priyanka
On Marriage to
Nick Jonas—
and Her
Painful Past

**DREAM HOME
MAKEOVER'S**
**Shea & Syd
McGee**

Flat Broke to Design Superstars!

How the Netflix home-renovation
stars risked everything for their dreams:
"There wasn't a backup plan."
And now they're expecting baby No. 3!

February 1, 2021



Bassett
is back in
action.

FOX | 9-1-1

DRAMA The season 4 premiere dutifully observes current face-mask protocol, but that doesn't get in the way of the usual hyperventilating action. (Like *Reno 911!*, this show deserves an exclamation point in the title.) A break in the reservoir causes flooding, which in turn causes a spectacular meet and greet between a bus and a glass skyscraper. Angela Bassett is out in the field, while Jennifer Love Hewitt maintains the calm at the phone bank. (Jan. 18, 8 p.m.)



PBS | Miss Scarlet & the Duke

DRAMA In this *Masterpiece Mystery* production, sleuth Eliza Scarlet (Kate Phillips, eager and charming) ventures out into the dangerous streets of Victorian London to solve cases, even though she encounters a lot of stiff-collared tut-tutting that this is no job for a lady. Scotland Yard's William "the Duke" Wellington (Stuart Martin) swiftly learns she's up to the challenge. Briskly entertaining. (Sundays, 8 p.m.)

FROM TOP: FOX; MASTERPIECE

If You Are a Single Family Home Owner in the United States with Allura Fiber Cement Siding

You Could Get Benefits From a Class Action Settlement

Para una notificación en Español, llamar o visitar nuestro website: www.PlycemSidingSettlement.com

WHO IS INCLUDED?

Single family homeowners with Allura branded fiber cement 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").

WHAT IS THIS CASE ABOUT?

Plaintiffs allege that due to fly-ash in the Siding formula, the Siding is prone to cracking, bowing, shrinking, warping, breakage, or gapping. Defendants contend that the Siding is not defective and performs well when installed properly. The Court has not made any determination as to the quality of the Siding.

WHO REPRESENTS YOU?

The Court has appointed six law firms to serve as Class Counsel on your behalf.

Lead Class Counsel plans to request attorneys' fees, costs, and expenses of up to \$4,000,000 in the aggregate, which will be paid from the Fund. These fees, costs, and expenses and service awards will be decided by the Court and will be paid by Defendants. The Court may award less than this amount. The payment of attorneys' fees, costs and expenses, and the service awards will not reduce the benefits to the Settlement Class.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement covers claims for Qualifying Damage, evidenced by cracking, bowing, shrinkage, warping, breakage, or gapping in the Siding not caused by improper installation and, if available, evidence of the alleged property damage resulting from such failed Siding. Eligible claimants can choose between three compensation options: (1) a repair and replacement option that provides compensation for replacement siding and \$4.75/square foot for additional costs for installation, labor, painting, and other work on an elevation where Qualifying Damage exists on more than 30% of the elevation; (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 option is only available for claims with Qualifying Damage that does not exceed 30% of an elevation. Under this option, eligible claimants receive \$4.25/square foot for areas exhibiting Qualifying Damage within 30 days of final approval of the claim, plus \$4.25/square foot for the remainder of the elevation within 30 days of submission of approved proof of replacement of the claimed area.

WHAT ARE YOUR OPTIONS?

If you exclude yourself, you cannot get money or benefits from this lawsuit if any are awarded, but you will keep any rights to sue about these claims and will not be bound by any orders or judgments in this case. The detailed notice explains how to exclude yourself. The deadline for exclusions is **March 18, 2021**.

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or by calling toll free (844)530-0355

Exhibit E

→ DEBT PLAN *Student loan forgiveness holds positive implications for the housing market* ←

Builder

CHANGE IN DEMAND

SINGLE-FAMILY HOME SALES CONTINUE TO OUTPACE STARTS AS BUILDERS AND BUYERS NAVIGATE THE 'SUBURBAN SHIFT'



Builder

2021 INDUSTRY OUTLOOK

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FEBRUARY 2021

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JLC

THE JOURNAL OF LIGHT CONSTRUCTION

Spray Foam Under the Slab

Installing a Folding Glass Door

Balcony Repair



SPRAY FOAM UNDER THE SLAB / INSTALLING A FOLDING GLASS DOOR / BALCONY REPAIR

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or by calling toll free (844)530-0355

JLC

MARCH 2021

March 2021 \$4.95

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THE JOURNAL OF LIGHT CONSTRUCTION

High-Performance
Window Wall

The Strength
of Wood

Basement Egress

HIGH-PERFORMANCE WINDOW WALL / STRENGTH OF WOOD / BASEMENT EGRESS



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Exhibit F

Multicreative (Builder)

The screenshot shows the website builderonline.com. At the top, there is a navigation bar with "Newsletter Signup" and "Events" on the left, and "Log In or Register" with social media icons (Facebook, Twitter, LinkedIn, Pinterest) on the right. The main header features the "Builder" logo in large, bold letters, followed by a menu of categories: DATA & ANALYSIS, DESIGN, MONEY, BUILDING, LAND, BUILDER 100, and PRODUCTS. A search icon and a hamburger menu icon are also present.

Below the header is a large banner for a class action settlement. The text reads: "If you own a home with certain Allura branded fiber cement siding manufactured in Plycem's in their White City, OR or Roaring River, NC plants, installed between 2/1/2014 and 9/1/2015 you may be a member of a Class Action Settlement." A "CLICK HERE" button is provided for more information. To the right of this banner is a "Builder 100" badge that says "Imagine the future with the industry's top homebuilders" and "GET EARLY BIRD TICKETS NOW".

On the left side of the page, there is a vertical sidebar for AZEK Exteriors. It features the AZEK logo and the text "Give Homeowners a Painted Finish that Endures Beautifully". Below this are four bullet points with arrows: "Moisture Resistant", "Rot Resistant", "Superior Durability", and "Low-Maintenance". At the bottom of the sidebar, it says "CELLUAR PVC TRIM AND SIDING WITH PAINTPRO® TECHNOLOGY" and "ORDER A FREE SAMPLE".

On the right side, there is another vertical sidebar for AZEK Exteriors. It features the AZEK logo and the text "Painting Trim and Siding Just got Easier". Below this are four bullet points with arrows: "Faster Dry Times", "No Priming Needed", "No Sanding Needed", and "Superior Paint Adhesion". At the bottom of the sidebar, it says "CELLUAR PVC TRIM AND SIDING WITH PAINTPRO® TECHNOLOGY" and "ORDER A FREE SAMPLE".

Below the banner, there is a section titled "Home Builder News and Analysis". It contains three items: a photo of a modern interior, "The Pulse" dated February 16, 2021, and an article titled "Vegetative and Protective Membrane Roof Assemblies: What Lies Beneath" with a close button (X).

Multicreative (Builder)

builderonline.com



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Industry Outlook: What's Ahead for Housing in 2021

Demand is up, costs are flattening, and pricing power is great. Can production and supply catch up?

The Pulse

February 16, 2021

01 BUILDER
2021 Gold Nugget Awards
Call for Entries Is Now...



02 ABC NEWS
Couple Builds Stunning
Miniature Home During...



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for more information
CLICK HERE



Design whole homes in software in collaboration with the construction value chain, resolving errors in advance, with the intent to Make.



Make the entire home offsite with automated, precise fabrication, and to be assembled onsite.



Build the home

Upcoming Events

Builder 100

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The screenshot shows the homepage of JLC (The Journal of Light Construction). At the top, there is a browser address bar for 'jlconline.com' and utility links for 'Login | Salesforce' and 'AdBook+'. The main header features the 'AZEK Exteriors' logo on the left and right, and the 'JLC' logo in the center. Navigation links include 'Tools of the Trade', 'Videos', 'Subscribe', 'Log In', and 'Register'. A prominent red banner reads 'MY TOOLBOX'. Below the logo is the tagline 'THE JOURNAL OF LIGHT CONSTRUCTION' and a navigation menu with categories: 'HOW TO', 'PROJECTS', 'TOOLS', 'PRODUCTS', 'DECKS', and 'BUSINESS'. A search icon is also present. On the left sidebar, there are promotional messages for AZEK products, including 'Rot Resistant', 'Long-Term Durability', 'Superior Paint Adhesion', and 'Low-Maintenance'. The right sidebar highlights 'Painting Trim and Siding Just got Easier' with benefits like 'Faster Dry Times', 'No Priming Needed', 'No Sanding Needed', and 'Superior Paint Adhesion'. At the bottom, there are two large banners: one for a class action settlement regarding Allura fiber cement siding and another for 'Builder 100' featuring 'Imagine the future with the industry's top homebuilders'.

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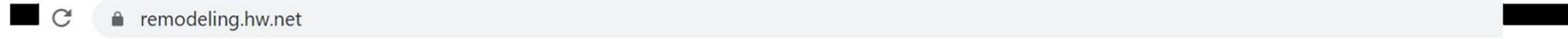
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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

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

This Document Applies to: All Cases

Civil Action No.: 2:19-mn-02886-DCN

MDL No. 2886

Honorable David C. Norton

**DECLARATION OF DANIEL K. BRYSON IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, DANIEL K. BRYSON, hereby declare as follows:

1. I am Lead Counsel for Plaintiffs in this action, having been previously appointed by this Court. I make this Declaration in Support of Final Approval of the Class Action Settlement Agreement (“Settlement Agreement”) reached between the parties in this litigation. I have actively participated in the conduct of this litigation, have personal knowledge of the matters set forth herein, and if called to testify, could and would testify competently thereto.

2. My firm, Whitfield Bryson LLP, along with Segui Law Firm, PC, Greg Coleman Law, PC, Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Simmons Hanly Conroy, LLC, and Gustafson Gluek, PLLC (collectively “Class Counsel”) and the other firms serving as local counsel have principally litigated this case, have extensive experience in prosecuting complex class actions, including significant experience in litigating building product defect class actions. *See* ECF 24-2 (Declaration of Daniel K. Bryson in Support of Preliminary Approval of Class Action Settlement, and accompanying Exhibits).

EXHIBIT B

3. Class Counsel regularly litigate complex class actions across the country, including construction product defect class actions. *See* ECF 24-2 (Declaration of Daniel K. Bryson in Support of Preliminary Approval of Class Action Settlement, and accompanying Exhibits).

4. Class Counsel's years of experience representing consumers in complex class action cases contributed to an awareness of counsels' settlement leverage, as well as the needs of the Plaintiffs and the Class. Class Counsel believed, and continue to believe, that our clients have claims that would ultimately prevail in the litigation on a class-wide basis. However, Class Counsel are aware that a successful outcome was uncertain and would have been achieved, if at all, only after several years of prolonged, arduous litigation with the attendant risk of drawn-out appeals. In my opinion, as well as the opinion of other Class Counsel, based on our substantial experience, the Class Settlement warrants the Court's final approval.

5. In the sections that follow, Class Counsel explains the hard-fought two years of litigation and the negotiations that resulted in the Agreement now before the Court for final approval. As described below, the Settlement provides significant relief to homeowners throughout the country, has not received any objection, and has resulted in just twenty opt-outs. It is, in the opinion of the undersigned and the other Class Counsel, fair, reasonable, and adequate and worthy of final approval.

LITIGATION HISTORY

6. This litigation began in August of 2018, when Plaintiffs Dominic and Amanda Lowe filed a class action lawsuit against the Defendants in the South Carolina Court of Common Pleas (Berkeley County). Following Defendant's removal of the South Carolina action to the District Court of South Carolina in November of 2018, ten additional cases were filed in District

Courts of nine other states (North Carolina, Iowa, Ohio, Kansas, Georgia, Minnesota, Massachusetts, Kentucky, and Florida).

7. Each of the lawsuits alleged that certain Allura branded fiber cement siding (“Siding”) was defective due to improper use of excessive fly-ash in the Siding’s formulation, and as a result the Siding cracks, warps, shrinks, bows, breaks, and otherwise ages prematurely and fails under normal conditions.

8. In response to the filings of these cases, Defendants hired well-qualified and experienced building products and class action attorneys – Troutman Pepper f/k/a Pepper Hamilton, LLP– to provide a vigorous defense. Defendants, through counsel, vigorously defended the claims in this action. Defendants denied, and continue to deny, that the Siding was defective or that it harmed Plaintiffs or any individuals in the Class they seek to represent. Defendants had filed and planned to continue to file numerous Motions to Dismiss, including those in favor of arbitration.

9. On January of 2019, Ohio Plaintiff, Shara Guinn, filed a Motion to Transfer Actions to the Southern District of Ohio Pursuant to 28 U.S.C. § 1407, with the Judicial Panel on Multidistrict Litigation (“JPML”). Plycem opposed the Motion to Transfer, citing to variations in the products and state law. Plycem further contested Ohio as Plaintiffs’ proposed venue. A contested hearing was held before the JPML on March 28, 2019. Shortly thereafter, on April 2, 2019, the JPML transferred the Plaintiffs’ actions to the District of South Carolina, under the MDL name *In re: Allura Fiber Cement Siding Products Liability Litigation*, MDL No. 2886.

10. Prior to and during litigation, Plaintiffs performed extensive corporate research, as well as research on the Siding that included building product standards, Plycem’s installation instructions, representations regarding the Siding, warranties, Siding specifications and

performance representations, and various other materials. Additionally, Plaintiffs engaged well-qualified engineering experts to inspect and perform testing on various samples of Siding.

11. Additionally, Plaintiffs filed oppositions to several of the Motions to Dismiss, many of which included substantial affidavits from Plaintiffs. Although Plycem's Motions were pending, litigation moved forward, particularly in the *Johns* matter in North Carolina where Plaintiffs served written discovery requests, subpoenaed and reviewed records from several third-parties, drafted and negotiated orders pertaining to confidentiality and production of electronically stored information; and both parties produced documents in response to Fed. R. Evid. 408 requests. The Parties engaged in extensive settlement negotiations for more than six months, as more fully discussed *infra*.

12. In the event litigation had continued, or was to continue, Defendants maintain they would re-file their numerous Motions to Dismiss, including those in favor of arbitration, and argue in support thereof with the Court. Substantively, Defendants would continue to oppose Plaintiffs' claims that the Siding is defective and would attempt to demonstrate that the vast majority of Siding did not manifest the alleged defect or damages. In addition, Defendants would oppose any Motion for Class Certification filed by the Plaintiffs, arguing that class certification is improper because there is no common defect, and any damage to the Siding is the result of installation or other handling errors.

THE CLASS SETTLEMENT

a. History of Negotiations

13. A discussion regarding possible resolution of this litigation began in September of 2019.

14. Consequently, the Parties notified the Court of their desire to engage in formal mediation in an attempt to resolve the litigation. The Court provided the names of suggested mediators, including Thomas J. Wills, Esq., who was later agreed upon by the Parties.

15. In June of 2019, Plaintiffs requested information for the purpose of evaluating settlement pursuant to Fed. R. Evid. 408. Defendants likewise requested information. The Parties spent more than a month collecting and producing requested information, and conducting meet and confers regarding the requests.

16. Prior to the first mediation session, Mr. Wills held separate phone conferences with the Parties, and the Parties provided private mediation statements to him. The Plaintiffs also provided Defendants with a demand in advance of the first mediation.

17. With the assistance of Mr. Wills, the Parties participated in three in-person mediation sessions, and held numerous telephonic meetings and a separate in-person meeting in order to effectuate the Settlement. On August 28, 2019, the Parties attended the first full-day mediation at the office of Mr. Wills. On November 7, 2019, an informal meeting was held regarding several settlement matters in Defendants' Counsel's offices in Washington, D.C. On December 16, 2019, the Parties attended the second full-day mediation at the office of Mr. Wills. Following that meeting, the Parties attended a status conference with the Court, wherein the Court offered another opportunity for the Parties to mediate prior to scheduling hearings on Defendants' Motions, which were to be re-filed. The Parties scheduled a subsequent two-day mediation with Mr. Wills, which took place on February 19-20, 2020. As a result of the mediation process and extensive, hard-fought, arms-length negotiation, the Parties signed a Memorandum of Understanding at the conclusion the second day of mediation on February 20, 2020.

18. Following two years of active litigation, including approximately one year of negotiations, the Parties finally reached an Agreement. Given the amount of time taken to reach a final Agreement, it is unsurprising that nearly every issue in the Agreement was contested, and required extensive negotiation, including installation disqualifiers.

19. The Agreement was negotiated at arm's length by experienced counsel on both sides, who are full versed in complex class action litigation, particularly with respect to consumer and product defect litigation.

20. Settlement negotiations were lengthy, including multiple meetings over approximately six months. Several issues were negotiated with the participation of one of Defendant's expert.

21. In the course of reaching the Settlement, the Parties concluded that a nationwide settlement, encompassing claims of similarly situated owners of the Siding from across the country was an appropriate resolution.

22. The Settlement Class is believed to comprise 45,000 Class Members and is defined as follows:

All individuals who reside in the United States and own single-family homes that are clad with Allura branded fiber cement, lapboard siding containing fly-ash ("Settlement Class Members").

23. Certain Plaintiffs who filed actions that were transferred into this MDL do not meet the Settlement Class definition and were not included as Settling Plaintiffs in the Settlement Agreement and are not subject to the release contained therein ("Non-Settling Plaintiffs").

24. Pursuant to the terms of the Settlement Agreement, the Parties will continue to work to negotiate a resolution of the Non-Settling Plaintiffs' claims on an individual, non-classwide basis.

b. Settlement Benefits

25. The settlement benefits are consistent with the goals of the Class based on their claims in this action, namely, to have the opportunity for monetary compensation and/or replacement Siding, upon submission of a valid claim.

26. Defendants have established a Settlement Fund and have begun to provide payments for the benefits to the Class Members who demonstrate Qualifying Damage, as well as the costs of notice and administration, Plaintiffs' Service Awards, and attorneys' fees. The total amount of the Settlement Fund will be up to \$12,500,000.00, and will be funded and replenished on an as-needed basis. The current amount paid into the fund thus far is \$6,500,000.00.

27. Settlement Class Members will be provided compensation and/or credits for replacement product for any Siding, which has experienced Qualifying Damage, as well as compensation for the labor and costs associated with removal and replacement of the Siding. Further, elevations experiencing in excess of 30% in Qualifying Damage will be eligible for compensation for total replacement in accordance with the terms of the Settlement. Notably, the compensation will not be reduced to account for proration related to the age of the Siding.

28. Qualifying Damage includes a board of Siding that has experienced cracking, bowing, shrinking, warping, breakage, or gapping (greater than 3/16"). Significantly, Replacement Area is defined as follows:

- For each Elevation where Qualifying Damage is 30% or more of the entire elevation, then that Elevation's Replacement Area will be the entire Elevation.
- For each Elevation where Qualifying Damage is less than 30% of the entire Elevation, then that Elevation's Replacement Area will be the amount of Qualifying Damage found on that Elevation.

As described *supra*, Settlement Class Members will have the following three Options with regard to Qualifying Damage and the Replacement Area:

(1) **Option 1: “Replacement and Repair.”** The Class Member electing this Option will receive:

- \$1 per square foot towards the cost of primed fiber cement board equal to the size of the Replacement Area
- \$4.75 per square foot of Replacement Area to contribute to additional repair costs, including installation labor, paint, home wrap, trim, and all other repairs and/or incidental work (“Additional Costs”);
- An additional \$200 if the total Replacement Area is 20 boards or fewer; and
- a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

This is the procedure for this option:

- Within 30 days after final approval of the Claim, the Claims Administrator will pay 30% of the amount of Additional Costs described above.
- The Settlement Class Member must then perform repairs, including replacing the Siding that was determined to be in the Replacement Area.
- The Settlement Class Member must provide proof of repair to the Claims Administrator, who must promptly review the proof and accept or deny it.
- Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs.

(2) **Option 2: “Quick Cash Option.”** The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage. The Claims Administrator will pay 100% of the amount within 30 days of final approval of the Claim. This option provides compensation solely for Siding exhibiting Qualifying Damage.

(3) **Option 3: “Cash Option with Proof of Repair.”** This option is available for claims with Qualifying Damage that does not exceed 30% of an Elevation. Under this option, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval. If the Settlement Class Member then provides sufficient proof of repair for the entire

Elevation, the Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of the remaining portions of the Elevation.

29. Class Counsel has surveyed other building product settlements throughout the country, and believes that the compensation Settlement Class Members in this Settlement are entitled to meets or exceeds many other settlements with similar settlement formats.

30. In conjunction with seeking final approval, Class Counsel has procured the Declaration of John Matthew Canterbury, a Licensed General Contractor with more than twenty years of experience in constructing homes. Mr. Canterbury regularly selects and purchases fiber cement siding for installation on homes, as well as personally installing fiber cement siding. Declaration of John Matthew Canterbury, ¶¶ 2-3.

31. Mr. Canterbury's Declaration further supports that the pricing for materials and associated costs, including labor for installation and paint in this Settlement, is consistent with industry pricing for replacement of fiber cement siding boards.

32. Accordingly, it is Class Counsel's continued opinion that this Settlement is fair and reasonable to the Settlement Class Members and warrants final approval from the Court.

**ADDITIONAL COSTS INCURRED SINCE PLAINTIFFS' UNOPPOSED MOTION
FOR ATTORNEYS FEES AND REIMBURSEMENT FOR
COSTS, AND SERVICE AWARDS**

33. Since Plaintiffs' January 7, 2021 Motion, Plaintiffs have incurred an additional cost associated with procuring Mr. Canterbury's Declaration.

34. Plaintiffs will further incur additional travel expenses associated with participating in the Final Approval hearing.

35. Plaintiffs are not seeking approval for additional reimbursement of costs; however, are apprising the Court of these additional costs incurred and to be incurred.

CONCLUSION

36. Class Counsel collectively have years of experience representing consumers in product defect cases and in prosecuting complex class action claims. This experience contributed, during settlement negotiations, to an awareness both of the extent of counsels' settlement leverage and the needs of our clients and the class. Class Counsel believed, and continue to believe, that our clients had claims that would have ultimately prevailed in much of the litigation and, in some cases, on a class-wide basis. However, Class Counsel are aware that the outcome in each of our cases was uncertain and that such outcome would have been achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals.

37. In my opinion, as well as the opinion of the other Class Counsel, based on the substantial experience as outlined above, the settlement warrants the Court's final approval. Its terms are not only fair, reasonable and adequate, but also are very favorable result for the Settlement Class. The Settlement Agreement provides substantial and concrete benefits to Class Members, based on pricing that is consistent with industry pricing for replacement of fiber cement siding. Based on all of the foregoing factors, we recommend that the Court grant final approval of the Agreement.

38. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 3rd day of May 2021.

Daniel K. Bryson

Daniel K. Bryson

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**IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

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

This Document Applies to: All Cases

Civil Action No.: 2:19-mn-02886-DCN

MDL No. 2886

Honorable David C. Norton

DECLARATION OF JOHN MATTHEW CANTERBURY

I, John Matthew Canterbury, hereby declare under penalty of perjury, that the following facts set forth below are true and correct:

1. I am over eighteen years of age and competent to provide testimony. All matters contained herein are made based upon my personal knowledge.

2. I am a North Carolina Licensed General Contractor, and have been constructing homes for twenty (20) years. My company, JM Canterbury, Inc., builds homes in North Carolina.

3. As part of my residential construction experience, I regularly select and purchase fiber cement siding for installation on homes. Further, while I typically use subcontractors to install fiber cement siding on homes, I have personally installed fiber cement siding on homes as well.

4. I have reviewed the settlement options provided to the Class Members pursuant to the settlement in this case. Specifically, I have reviewed the following pricing for materials, labor, and associated costs as follows:

(1) **Option 1: "Replacement and Repair."** The Class Member electing this Option will receive:

- \$1 per square foot towards the cost of primed fiber cement board equal to the size of the Replacement Area

- \$4.75 per square foot of Replacement Area to contribute to additional repair costs, including installation labor, paint, home wrap, trim, and all other repairs and/or incidental work (“Additional Costs”);
- An additional \$200 if the total Replacement Area is 20 boards or fewer; and
- a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

(2) **Option 2: “Quick Cash Option.”** The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage. The Claims Administrator will pay 100% of the amount within 30 days of final approval of the Claim. This option provides compensation solely for Siding exhibiting Qualifying Damage.

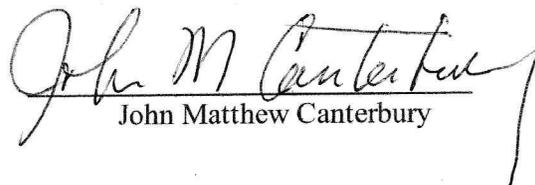
(3) **Option 3: “Cash Option with Proof of Repair.”** This option is initially only available for claims with Qualifying Damage that does not exceed 30% of an Elevation. Under this option, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval. If the Settlement Class Member then provides sufficient proof of repair for the entire Elevation, the Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of the remaining portions of the Elevation.

5. In my opinion, the per square foot pricing for materials, labor and other costs, is in line with industry pricing for fiber cement siding boards, labor and other costs associated with the installation of fiber cement siding.

6. Further, the additional \$200.00 offered to Settlement Class Members with 20 or fewer boards is a practical and reasonable addition to ensure that smaller replacement jobs attract qualified contractors.

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

Executed on May 30 2021


John Matthew Canterbury

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

IN RE: ALLURA FIBER CEMENT SIDING LITIGATION	Civil Action No.: 2:19-mn-02886-DCN MDL No. 2886
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PROOF OF SERVICE

In compliance with Rule 4.1(a) of the Rules of Procedure for the United States Judicial Panel on Multidistrict Litigation, I hereby certify that on the 3rd day of May, 2021, a true and correct copy of the the foregoing was served on all parties electronically via the Court's CM/ECF system.

Dated: May 3, 2021

Respectfully submitted,

/s/ Daniel K. Bryson
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Counsel for Plaintiffs