

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

NOTICE OF SETTLEMENT

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

You Could Receive Cash Compensation Under a Class Action Settlement.

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

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

YOUR LEGAL RIGHTS AND CHOICES		DUE DATE
EXCLUDE YOURSELF	You are not entitled to recover anything from the Settlement. This is the only choice that will allow you to sue CertainTeed on your own about the claims discussed in this Notice.	December 31, 2013
OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the Settlement	December 31, 2013
APPEAR AT A HEARING	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	February 19, 2014
SEND IN A CLAIM FORM	If your Siding appears to be damaged, send in a Claim Form. The deadline for submitting a Claim Form is six (6) years after the Effective Date of the Agreement. (If you sold the house, you must file within 90 days of the Settlement's Effective Date or the closing of your sale). You will not be eligible for a remedy under this Agreement if you do not submit a timely Claim Form.	See Questions 11-20 in this Notice.
DO NOTHING	You are bound by the terms of the Agreement and give up your right to sue CertainTeed on these claims later. You will not be eligible for a remedy under this Agreement if you fail to file a Claim Form by the deadline.	

These rights and options—and the deadline for each—are explained in this Notice.

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

BASIC INFORMATION

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

1. What Siding is the subject of this lawsuit?

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

2. Why did I get this Notice package?

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

This Notice package explains:

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

3. What is a Class Action?

In a class action lawsuit, one or more people called “Representative Plaintiffs” sue one or more Defendants on behalf of other people who have similar claims. A court decides whether any lawsuit may proceed as a class action and this court has not finally decided that the lawsuit may be certified as a class action. All these people with claims, together, are a “Class” or “Class Members.” One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

4. What is this class action about?

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

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

5. Why is the class action being settled?

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

WHO IS IN THE SETTLEMENT

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

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

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

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

If you owned a building on which the Siding was installed on or before September 30, 2013, but sold it, you may file a claim only if (a) the purchaser assigned that right to you in writing, AND (b) your claim package is postmarked no later than the later of 90 days after the Effective Date of the Settlement Agreement or the settlement on the sale of the building. You must submit the written assignment of the claim with your claim package.

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

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

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

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

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

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

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

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

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

THE SETTLEMENT BENEFITS - WHAT YOU GET

10. How does the settlement work?

CertainTeed will pay \$103.9 million to settle the Class Action lawsuit. A Settlement Class Member with an Eligible Claim will be offered a cash payment in accordance with the Agreement. The amount available to each claimant is determined using the criteria described in the Settlement Agreement. Also, the amount payable to each claimant depends upon a number of factors such as (1) the extent of the Qualifying Damage; (2) how much of the siding on the wall has Qualifying Damage; (3) the size of the wall; and (4) the length of time the Siding has been installed.

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

Date of Original Installation	Percent Payable
2013	80%
2012	76%
2011	72%

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

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

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

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

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

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

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

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

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

11. Making a Claim . . .

- (a) When should I submit my claim?

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

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

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

Your Claims Package must be postmarked or otherwise received by the Claims Administrator no later 90 days after the later of (1) the Effective Date of the Settlement Agreement, or (2) the settlement on the sale of the property. You must submit a copy of the written assignment of the claim along with your Claims Package.

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

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

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

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

15. When is the Settlement's Effective Date?

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

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

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

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

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

HOW TO RECEIVE A REMEDY -- SUBMITTING A CLAIM FORM

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

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

- calling this toll-free number: (855) 332-3413
- visiting the website, www.CertainTeedFiberCementSettlement.com; or
- writing to: CertainTeed Fiber Cement Siding Litigation
c/o BMC Group, Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007

19. When will I receive my remedy?

On February 19, 2014 the Court will hold a hearing to decide whether or not to approve the settlement. If the Court approves the settlement, the Claims Administrator will begin reviewing each Claim Form submitted. Please note that there is often delay after a settlement like this is approved. For example, there may be appeals of the Court's order approving the settlement, and payments can't be made unless appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed and deemed eligible. The claims will generally be reviewed on a first-come, first-served basis.

20. What if the Claims Administrator denies my claim?

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

YOUR RIGHTS - GETTING OUT OF THE SETTLEMENT

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

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

22. How do I exclude myself from the settlement?

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

AUDET & PARTNERS, LLP	OR	BERGER & MONTAGUE, P.C.
Michael McShane, Esq.		H. Laddie Montague, Jr., Esq.
221 Main Street, Suite 1460		Shanon J. Carson, Esquire
San Francisco, CA 94105		1622 Locust Street
		Philadelphia, PA 19103-6365

Deadline for Exclusion: Your request for exclusion from the settlement must be postmarked or personally delivered to class counsel listed above by December 31, 2013. If you request exclusion by this date, and later wish to opt back into the settlement because you opted out in error, you must do so by December 31, 2013.

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

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

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

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

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

YOUR RIGHTS - OBJECTING TO THE SETTLEMENT

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

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

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

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

Your objection letter must be sent to the Court, Class Counsel, and CertainTeed’s counsel at the addresses below, and postmarked or received **no later than December 31, 2013**. If you retain an attorney to object to the settlement, the attorney must file a notice of appearance and serve it on Class Counsel and CertainTeed’s counsel no later than ten days after objecting to the settlement.

The Court:

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

CertainTeed Corporation:

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

Class Counsel:

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

OR

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

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

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

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

IF YOU DO NOTHING

26. What happens if I do nothing at all?

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

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

THE LAWYERS REPRESENTING YOU

27. Do I have a lawyer in this lawsuit?

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

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

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

28. How will the lawyers be paid?

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

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

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

THE COURT'S FINAL APPROVAL HEARING

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

The District Court will hold a Final Approval Hearing at 10:00 a.m. on **February 19, 2014**. At this hearing, the Court will consider whether or not the settlement is fair and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

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

31. Do I have to come to the Hearing?

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

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

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Notice of Appearance and any written objections you may have are postmarked or received by the Court, CertainTeed, and Class Counsel by December 31, 2013. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

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

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

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

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