

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

**IN RE: CERTAINTEED CORPORATION
ROOFING SHINGLES PRODUCTS
LIABILITY LITIGATION**

MDL DOCKET NO. 1817

This Memorandum relates to:

ALL CASES

ORDER

AND NOW, this _____ day of _____, 2025, upon consideration of the Unopposed Motion of CertainTeed LLC for an Order Eliminating CertainTeed's Annual Reporting Obligation to the Court Regarding the Administration of the Settlement, it is hereby ORDERED that:

1. The motion is GRANTED;
2. With respect to the annual report required in Paragraph 4.33 of the Settlement Agreement (the "Annual Report"), notwithstanding any provision to the contrary in the Settlement Agreement, CertainTeed is relieved of the obligation to file Annual Reports.

BY THE COURT:

Timothy J. Savage, U.S.D.J.

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

**IN RE: CERTAINTEED CORPORATION
ROOFING SHINGLES PRODUCTS
LIABILITY LITIGATION**

MDL DOCKET NO. 1817

This Memorandum relates to:

ALL CASES

[ALTERNATIVE] ORDER

AND NOW, this _____ day of _____, 2025, upon consideration of the Unopposed Motion of CertainTeed LLC for an Order Eliminating CertainTeed’s Annual Reporting Obligation to the Court Regarding the Administration of the Settlement, it is hereby ORDERED that:

1. The motion is GRANTED;
2. With respect to the annual report required in Paragraph 4.33 of the Settlement Agreement (the “Annual Report”), notwithstanding any provision to the contrary in the Settlement Agreement, CertainTeed is relieved of the obligation to file Annual Reports, except that CertainTeed shall file a final report within one year of the expiration of the last of the warranty periods for the shingles at issue in this case – that is, on or before November 1, 2035 – reporting on the total number of claims received and resolved on an annual basis during the administration of the Settlement.

BY THE COURT:

Timothy J. Savage, U.S.D.J.

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

**IN RE: CERTAINTED CORPORATION
ROOFING SHINGLES PRODUCTS
LIABILITY LITIGATION**

MDL DOCKET NO. 1817

This Memorandum relates to:

ALL CASES

**CERTAINTEED LLC’S UNOPPOSED MOTION FOR AN ORDER ELIMINATING
CERTAINTEED’S ANNUAL REPORTING OBLIGATION TO THE COURT
REGARDING THE ADMINISTRATION OF THE SETTLEMENT**

CertainTeed LLC, a Delaware limited liability company, successor to certain assets and liabilities of defendant CertainTeed Corporation (“CertainTeed”), by and through its counsel, moves the Court for an Order relieving CertainTeed of its obligation to file an annual report as required by Paragraph 4.33 of the Settlement Agreement as approved by the Honorable Louis Pollak on August 31, 2010. Inasmuch as CertainTeed has been administering the claims process pursuant to the Settlement Agreement for more than fifteen years and the number of claims filed has declined each year to the point that fewer than 10 claims were filed in the fifteenth year of administration, CertainTeed and Class Counsel have agreed to seek this Court’s approval of relieving CertainTeed of the burden and expense of filing annual reports. While the parties believe that no further reports should be required, they understand that the Court may deem it desirable that a final report be filed within one year of the expiration of the last of the warranty periods for the shingles at issue in this case – that is, on or before November 1, 2035 – reporting on the total number of claims received and resolved on an annual basis during the administration of the Settlement. To that end, two proposed forms of order are appended to this motion – one

that would completely eliminate the reporting obligation and one that would provide for a final report in ten years. In support thereof, CertainTeed avers as follows:

1. On December 29, 2009, Class Counsel and CertainTeed filed an Agreement of Settlement and Compromise as Amended (the “Settlement Agreement”).

2. On August 31, 2010, Judge Pollak entered an Order granting final approval of the Settlement Agreement (the “Final Approval Order”). The Settlement Agreement became effective on October 2, 2010, pursuant to Section 12 of the Settlement Agreement.

3. Paragraph 6 of the Final Approval Order provides in relevant part:

Consummation of the settlement shall proceed as described in the Settlement Agreement and the Court hereby retains jurisdiction of this matter in order to resolve any disputes which may arise in the implementation of the Settlement Agreement or the implementation of this Final Judgment and Order.

4. Paragraph 4.33 of the Settlement Agreement provided:

On the first anniversary of the Effective Date, and annually thereafter until one year after the expiration of the last of the warranty periods identified on Exhibit A hereto, CertainTeed shall file with the Court and serve on a designee of Class Counsel a report identifying the Claimants whose claims have been resolved in the prior 12 months, the amount distributed to each Eligible Claimant, and the basis for denying any claims.

5. While preparing the first annual report required under Paragraph 4.33 of the Settlement Agreement, CertainTeed determined that data concerning claims resolved in September could not be compiled in time for the October 3, 2011, first anniversary of the Effective Date. Although CertainTeed timely filed a Preliminary Report that provided the required data to the extent it was then available with the intent of filing a more complete report thereafter, and anticipating that there would be a similar lag time in compiling the data in

subsequent years, CertainTeed filed a motion requesting that, in the interests of judicial economy and efficiency, the Court allow the annual report required in Paragraph 4.33 of the Settlement Agreement to be filed annually on the first business day in November in order to give CertainTeed sufficient time to compile and verify all data for the preceding 12-month period running from October 1 through September 30.

6. In that same motion, because Paragraph 4.33 of the Settlement Agreement required CertainTeed's annual report to include personal information (including names, addresses, phone numbers, and claim disposition information) regarding the claimants whose claims were resolved in the prior twelve month period, CertainTeed requested, pursuant to Local Civil Rule 5.1.5(a)(2), that the Court authorize the claimant lists containing individual identifying information accompanying each annual report to be filed under seal, absent further order of the Court. CertainTeed argued that filing under seal was appropriate under *Pansy v. Borough of Stroudsburg*, 23 F.3d 772, 787-90 (3d Cir. 1994), because the claimants have an interest in the preservation of the privacy of their personal information, the public disclosure of which could lead to embarrassment or inconvenience, and the claimants' identifying information has no bearing on public health or safety and is in no way important to the public at large.

7. Judge Pollak, pursuant to his retention of jurisdiction as set forth above, granted that motion on November 3, 2011.

8. On July 30, 2021, having filed ten reports concerning the administration of the settlement, CertainTeed filed an unopposed motion seeking an order eliminating its obligation to report claimant-specific information in the annual report. Because the number of claims filed had declined each year to the point that fewer than 1% of the number of claims filed in the first year

of claims administration were filed in the tenth year, CertainTeed, with Class Counsel's agreement, sought to reduce the burden and cost on CertainTeed and the office of the Clerk of this Court of filing annual reports containing claimant specific information under seal.

9. This Court, to whom the litigation was assigned after the death of Judge Pollak, granted that motion on August 4, 2021.

10. CertainTeed has now filed fifteen Annual Reports concerning the claims data for the period from October 2010 through September 2025.

11. During the more than fifteen years that CertainTeed has been administering the Settlement Agreement, the number of claims filed has decreased annually from 68,565 claims in the claims year ending September 30, 2011, to nine (9) claims in the claims year ending September 30, 2025. See Exhibit 1 attached hereto.

12. In small part, this decline is attributable to the fact that certain categories of claims – Transferee claims and Releaser claims as described below – were cognizable under the Settlement Agreement for only a short period of time after the Effective Date of the Settlement Agreement:

- a. *Transferee claims* were claims of class members whose organic shingles, as of the Effective Date of the Settlement Agreement, were not covered by CertainTeed's warranties because they purchased, on or before December 15, 2009, a previously occupied building and the applicable warranty did not provide warranty coverage to transferees. Under the Settlement Agreement, Transferee claims were required to be postmarked or otherwise received by CertainTeed within 12 months of the Effective Date of the Settlement Agreement – that is, by October 3, 2011. As

shown in Exhibit 1, in the first year of the administration of the Settlement Agreement, 4,979 Transferee claims were paid and no such claims have been paid after the fifth year of claims administration.

- b. *Releaser claims* were claims of class members who resolved their warranty claims between August 1, 2006, and the Effective Date of the Settlement Agreement, and who executed a release in favor of CertainTeed. Pursuant to Section 6.8 of the Settlement Agreement, all Releaser claims were to have been submitted within one year of the Effective Date – that is, on or before October 3, 2011. In the first year of the administration of the Settlement Agreement, 11,112 Releaser claims were paid and no such claims have been paid after the fourth year of claims administration. See Exhibit 1.

13. The third category of claims allowed under the Settlement Agreement are *Warranty claims*. These are claims of class members whose organic shingles are covered by a CertainTeed warranty and who did not resolve their warranty claims prior to the Effective Date of the Settlement Agreement. These claims constitute almost three-quarters of the claims filed under the Settlement Agreement during the first fifteen years of its administration – 104,743 claims of the total 141,987 claims filed. See Exhibit 1.

14. Under the Settlement Agreement, warranty claims can continue to be filed as long as there are organic roofing shingles under warranty. The last of the warranties for the organic roofing shingles that are the subject of the Settlement Agreement will expire in 2034 because (i) CertainTeed manufactured and sold organic roofing shingles until 2005, (ii) the longest warranties for organic roofing shingles were 30 years long, (iii) organic shingles with thirty-year warranties were last manufactured and sold in 2004, and (iv) organic shingles that were

manufactured and sold after 2004 had shorter warranties that will expire before 2034. Of the thirteen organic shingles that were part of the settlement, seven (7) no longer have valid warranties: Horizon Shangle, Custom Sealdon, Sealdon 20, Solid Slab, Master Slab, Custom Saf-T-Lok, and Saf-T-Lok. The following chart shows the six types of shingles with continuing warranties and the years that the applicable limited warranties will expire:

SHINGLE	EXPIRATION YEAR
Hallmark	2033
Independence	2026
Custom Sealdon 30	2034
Sealdon 25	2030
Hearthstead	2030
Custom Lok 25	2030

15. As shown on both Exhibits 1 and 2, the number of Warranty Claims allowed under Settlement Agreement has declined from 45,548 in the first year of the claims administration to three (3) claims in the fifteenth year. This is consistent with CertainTeed's experience in the administration of its warranty program outside of this Settlement Agreement where it finds that in the later years of a shingle's warranty the number of warranty claims asserted declines.

16. During that same period, the average amount paid to allowed Warranty claimants has declined from \$1,538.49 in the first year of the administration of the settlement to \$723.35 in the fifteenth year of claims administration. See Exhibit 2. This is not surprising as the amount paid to Warranty claimants under the terms of the Settlement Agreement is prorated to reflect the claimants' use of the shingles. In the future years of the administration of the Settlement Agreement, the average amount paid to allowed Warranty claimants can be expected to further decline in light of the declining useful life of the shingles under the warranties.

17. CertainTeed acknowledges that during the last four reporting years, there has not been a consistent decline in the average award to allowed Warranty claimants. This is because during those same years, the size of the claims settled in terms of the average number of settled shingle squares went from 29 squares in the 12th reporting period, to 34 squares in the 13th reporting period, to 21 squares in the 14th reporting period, and to 29 squares in the 15th reporting period. As a result, the average award similarly fluctuated. Especially when there are so few claims being paid, the number of shingle squares being settled has an impact on the average settlement award.

18. At the same time as the number of allowed claims has declined each year, so too have the number of denied claims. As shown on Exhibit 1 attached, the number of claims denied under the Settlement Agreement has declined from 6,926 in the first year of the claims administration to six (6) claims in the fifteenth year. The main reasons for claims to be denied in recent years are that they are not organic shingles or the subject shingles were not manufactured by CertainTeed.

19. Similarly, the number of claimants who have appealed to the Independent Claims Administrator has declined over the years of the settlement's administration. As shown on Exhibit 3 attached, while eighty-six (86) appeals were filed in the first year after the appointment of the Independent Claims Administrator, no appeals have been filed since the tenth year of the administration of the Settlement.

20. As also shown on Exhibit 3, during the fifteen years of settlement administration, only one appeal has been filed with the Settlement Master, which occurred in the fourth reporting year.

21. In light of the number of years that have passed since the Settlement Agreement was initially approved by Judge Pollak, and the decline in the number of claims filed and expected to be filed in future years, CertainTeed requests that it be relieved of the burden and cost of its preparation of Annual Reports to the Court.

22. CertainTeed has consulted with Class Counsel concerning the relief requested in this motion and has been authorized to represent to the Court that Class Counsel has no objection to CertainTeed being relieved of the obligation of filing Annual Reports with the Court, especially inasmuch as CertainTeed will provide Class Counsel copies of the denial letters of any claims so that they may assist those claimants in responding to the denial of their claims should Class Counsel deem it appropriate to do so.

23. Therefore, CertainTeed respectfully requests that this Court enter an Order providing that, with respect to the annual report required in Paragraph 4.33 of the Settlement Agreement, notwithstanding any provision to the contrary in the Settlement Agreement, CertainTeed shall no longer be required to file Annual Reports with the Court.

24. While the parties believe that no further reports should be required, they understand that the Court may deem it desirable that a final report be filed upon the completion of the administration of the Settlement Agreement. Accordingly, the parties are submitting two forms of proposed orders, one of which eliminates any further reporting obligations and the second of which provides for CertainTeed to file a final report within one year of the expiration of the last of the warranty periods for the shingles at issue in this case – that is, on or before November 1, 2035 – reporting on the total number of claims received and resolved on an annual basis during the administration of the Settlement.

NOW THEREFORE, for the reasons stated above, CertainTeed respectfully requests this Honorable Court to enter one of the attached Proposed Orders Eliminating CertainTeed's Annual Reporting Obligation to the Court Regarding the Administration of the Settlement.

Dated: November 5, 2025

s/ Arlene Fickler
Arlene Fickler (20327)
Dilworth Paxson LLP
1650 Market Street, Suite 1200
Philadelphia, PA 19103
(215) 575-7108

Attorneys for CertainTeed LLC

CERTIFICATE OF SERVICE

I, Arlene Fickler, hereby certify that I caused a true and correct copy of CertainTeed LLC's Unopposed Motion for an Order Eliminating CertainTeed's Annual Reporting Obligation to the Court Regarding the Administration of the Settlement to be filed and served today, November 5, 2025, via the Court's ECF system, where it is available for viewing and downloading. Copies were also served upon Class Counsel Charles Schaffer, Esq., Robert Shelquist, Esq., Charles LaDuca, Esq. and Michael McShane, Esq. via electronic mail.

s/Arlene Fickler

Arlene Fickler

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EXHIBIT 1

EXHIBIT 1
ORGANIC ROOFING CLAIMS FILED BY CATEGORY OF CLAIM

Report	All Claims	Allowed Warranty Claims	Allowed Transferee Claims	Allowed Releaser Claims	Denied Claims
1	68,565	45,548	4,979	11,112	6,926
2	28,215	23,860	943	34	3,378
3	18,056	15,247	62	2	2,745
4	11,559	8,318	22	4	3,215
5	6,944	5,583	4	0	1,357
6	4,127	3,229	0	0	898
7	2,344	1,639	0	0	705
8	873	771	0	0	102
9	478	284	0	0	194
10	378	141	0	0	237
11	187	63	0	0	124
12	92	28	0	0	64
13	64	16	0	0	48
14	30	7	0	0	23
15	9	3	0	0	6
TOTAL	141,921	104,737	6,010	11,152	20,022

EXHIBIT 2

EXHIBIT 2
ALLOWED WARRANTY CLAIMS

Report	Number of Allowed Warranty Claims	Amount Paid to Allowed Warranty Claimants	Average Award to Allowed Warranty Claimants	Roofing Shingle Sample Payments*
1	45,548	\$70,074,964	\$1,538.49	\$711,503
2	23,860	\$32,861,503	\$1,377.26	\$579,367
3	15,247	\$19,106,957	\$1,253.16	\$389,190
4	8,318	\$9,755,153	\$1,172.78	\$212,875
5	5,583	\$6,119,918	\$1,096.17	\$156,910
6	3,229	\$3,279,937	\$1,015.77	\$91,295
7	1,639	\$1,508,717	\$920.51	\$44,070
8	771	\$718,381	\$931.75	\$41,892
9	284	\$226,043	\$795.93	\$9,200
10	141	\$112,102	\$795.05	\$6,200
11	63	\$47,599	\$755.54	\$3,150
12	28	\$19,463	\$695.11	\$1,350
13	16	\$11,824	\$739.00	\$650
14	7	\$3,724	\$531.94	\$300
15	3	\$2,170	\$723.35	\$0
TOTAL	104,737	\$143,848,454		\$2,247,952

*Claimants who submit CertainTeed shingles samples in support of their claims receive up to \$50 per claim to defray the cost of removing and shipping samples to CertainTeed pursuant to Section 4.6 of the Settlement Agreement. Some of the amounts included here may have been paid to Transferee claimants.

EXHIBIT 3

EXHIBIT 3**Appeals from Decisions of the Settlement Administrator**

Report	Independent				Independent		Special
	Administrator	Administrator	Administrator	Administrator	Administrator	Master	
	Appeals Filed	Appeals Decided	Appeals Allowed	Appeals Paid	Appeals Denied	Appeals	Appeals
1	0	0	0	\$0.00	0		0
2	86	0	0	\$0.00	0		0
3	128	86	24	\$35,879.00	62		0
4	97	80	5	\$6,059.00	75		1
5	69	63	3	\$1,749.00	60		0
6	33	27	0	\$0.00	27		0
7	14	13	0	\$0.00	13		0
8	21	21	0	\$0.00	21		0
9	2	2	0	\$0.00	2		0
10	0	0	0	\$0.00	0		0
11	0	0	0	\$0.00	0		0
12	0	0	0	\$0.00	0		0
13	0	0	0	\$0.00	0		0
14	0	0	0	\$0.00	0		0
15	0	0	0	\$0.00	0		0
TOTAL	450	292	32	\$43,687.00	260		1