

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

NOTICE OF SETTLEMENT

For Qualifying Owners of Property on Which Certain Organic Asphalt Shingles

Manufactured by CertainTeed Corporation Are or Have Been Installed.

You Could Get A Payment From 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 Organic Roofing Shingles manufactured by the Defendant, CertainTeed Corporation, from July 1, 1987 through 2005 are defective and failed to perform as promised when installed on buildings located in the United States and Canada.
- The Settlement will provide cash payments to qualifying people in the United States and Canada to provide compensation in instances where the Organic Shingles show premature deterioration that is likely caused by a product defect.
- You must file a claim form and fit the definition of an Eligible Claimant in order to receive a cash payment.
- *If you have Organic Shingles on your roof, 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 get no payment. This is the only choice that will allow you to sue CertainTeed on your own about the claims discussed in this Notice.	May 11, 2010
OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the Settlement	April 26, 2010
APPEAR AT A HEARING	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	June 8, 2010
SEND IN A CLAIM FORM	If your shingles appear to be damaged prior to the expiration of their warranty period, send in a Claim Form. Deadlines vary according to your individual situation. You will not receive a payment if you do not submit a Claim Form.	See Questions 10, 11, 12, and 14 in this Notice.
DO NOTHING	You are bound by the terms of the Settlement and give up your right to sue CertainTeed on these claims later. You will receive no payment if you fail to file a Claim Form by the deadline that applies to you.	

These rights and options—**and the deadlines 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. Cash payments cannot be made until after the Court approves the Settlement and after any possible appeals are resolved.

BASIC INFORMATION

In December 2009, CertainTeed Corporation and representatives of owners of buildings on which certain CertainTeed Organic Shingles had been installed reached a proposed class action settlement. CertainTeed no longer manufactures these shingles; all shingles it has sold after 2005 are fiberglass shingles and are not at issue in this suit. The settlement is intended to resolve disputes between the parties about the performance of the shingles. This proposed class action settlement covers the entire United States and Canada.

1. What shingles are the subject of this law suit?

The shingles that are the subject of this lawsuit (called Organic Shingles throughout this Notice) are organic asphalt shingles manufactured from July 1, 1987 through 2005 under the brand names Hallmark Shingle, Independence Shingle, Horizon Shingle, Custom Sealdon, Custom Sealdon 30, Sealdon 20, Sealdon 25, Hearthstead, Solid Slab, Master Slab, Custom Saf-T-Lok, Saf-T-Lok, and Custom Lok 25. However, not all shingles marketed with these brand names were Organic Shingles. The Horizon, Independence, Hallmark, and Hearthstead brands were marketed in both organic and fiberglass formulations. If your shingles are fiberglass, they are not part of this law suit.

CertainTeed's sales records indicate that over 90% of CertainTeed's Organic Shingles were sold in Iowa, Illinois, Michigan, Minnesota, North Dakota, Nebraska, South Dakota, and Wisconsin. Therefore, if you live in the U.S. but do not live in one of those states, it is less likely that your shingles are the ones addressed in this law suit. There were few Canadian sales, and shingles that were sold in Canada were sold in the Burlington, Kitchener, Thunder Bay, Toronto, Pickering, and Windsor regions of Ontario and in Winnipeg, Manitoba. If you live elsewhere in Canada, it is less likely your shingles are Organic Shingles.

2. Why did I get this Notice package?

The Court directed this Notice package to you because CertainTeed's records suggest that you own or owned a building with Organic Shingles, that you are a member of the proposed class and that, because you previously made a warranty claim to CertainTeed, you may be eligible to submit the Abbreviated Claim Form attached to this Notice.

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. How can I tell whether I am eligible to submit the Abbreviated Claim Form attached to this Notice?

You can use the Abbreviated Claim Form instead of the Standard Claim form only if:

- you settled a warranty claim for Organic Shingles with CertainTeed on or after August 1, 2006, OR
- CertainTeed offered you a settlement for your Organic Shingles but you did not accept the offer.

If this is true for you, it means that CertainTeed has already reviewed your documentation and determined that you have Organic Shingles that show evidence of a defect covered under the warranty. You can therefore use the Abbreviated Claim Form attached to this Notice Package. The Claim Form has been shortened so that people who have already submitted much of the information required to process a claim need not do so again.

A *separate Notice package* with a Standard Claim Form is available if you believe that you have Organic Shingles that have deteriorated and you want to file a claim, but you are not eligible to use the Abbreviated Claim Form. You can get the Standard Claim Form from the website, www.CertainTeedShingleSettlement.com, or by calling the Claims Administrator at 1-888-898-4111.

4. 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. All these people 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.

5. What is this class action about?

The Representative Plaintiffs allege that the Organic Shingles are subject to premature failure and otherwise do not perform in accordance with the reasonable expectations of users. CertainTeed denies these allegations and asserts that the vast majority of the shingles are free of any defect and will last throughout the warranty period. 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 Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817. The judge is the Honorable Louis H. Pollak.

6. 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 the members of the Class will be eligible to file a claim form to get compensation greater than the original warranty provided if their shingles are defective.

WHO IS IN THE SETTLEMENT

7. How do I know if I'm part of the Settlement?

To see if you can get money from this Settlement, you first have to know if you are a Class Member. You are a Class Member if:

- As of December 15, 2009, you were the owner of a home or other building in the United States or Canada, on which Organic Shingles were or had been installed; **OR**
- You owned such a building prior to December 15, 2009, but sold or transferred the building and at the time of the sale or transfer retained the right to make a claim for the shingles pursuant to a valid documented assignment; **OR**
- You have settled a warranty claim with CertainTeed regarding Organic Shingles between August 1, 2006, and the Effective Date of this Agreement.

If you are a Class Member, you only qualify for a payment if you are an Eligible Claimant. Briefly, this means that your shingles are Damaged pursuant to the criteria set forth in the Settlement Agreement AND available evidence shows that the damaged condition was caused by a product defect rather than improper installation or other causes that are not the fault of CertainTeed.

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

You are ***not*** a Class Member even if the Organic Shingles covered in the Settlement were installed on your building if:

- You exclude yourself from this Settlement.
- You previously filed a claim concerning your CertainTeed Organic Shingles in any court of law, and the claim was resolved with a final judgment, whether or not that judgment was favorable to you;
- You are or were a builder, developer, contractor, manufacturer, wholesaler, or retailer of real estate or real property (except as to personal residences or commercial property that you own or owned).
- You are a company that owns or is owned by CertainTeed, you are CertainTeed or its successor, or you are an agent of CertainTeed.
- You are the Judge in this lawsuit, or a member of the Judge's immediate family.

THE SETTLEMENT BENEFITS - WHAT YOU GET

9. How does the Settlement work?

This is a claims made settlement. That means that each valid claim will be paid in accordance with the formulas set forth in the Settlement Agreement. The amount paid per claimant is fixed as specified in the Settlement Agreement regardless of how many or how few claims are actually filed. The amount paid per claimant depends upon a number of factors such as (1) whether the claimant originally purchased the shingles; (2) the terms of the warranty; (3) how many damaged shingles are on the roof; (4) how long the shingles have been on the roof; (5) whether the shingles are damaged as defined in the Settlement Agreement; (6) whether the damage was due to a manufacturing defect or was caused by circumstances outside of CertainTeed's control; and (7) whether the claimant has already settled the warranty claim under CertainTeed's standard warranty.

Information about the amounts of payment is supplied in answer to Questions 10 through 12 below. When you read the answers to those questions, keep in mind:

- All the payment formulas use the term “square,” which simply means 100 square feet of roofing shingles.
- Payments are “prorated” as specified in each payment formula depending on the length of the shingle warranty. “Prorated” means that the payment will be reduced proportionally to account for the years of use you have already received from your shingles. For example, if you were to submit a Claim concerning shingles warranted for 30 years (360 months) exactly 12 years after they were installed, you would have used the Shingles for 144 months, and 216 months would remain on the original warranty. Your payment would be calculated by multiplying the non-prorated compensation amount by 60%, which is the percentage of the warranty that remains (216/360).

The Settlement replaces and supplements benefits you received under the original warranty, although if you have SureStart or SureStart Plus Protection, you may still make a claim under those provisions of your warranty.

In addition, if you participate in the Settlement, you can still file any claims for compensatory damages that you may have for harm to any interior part of your building below the roof deck or any personal injury claims that you believe were caused by premature deterioration of the Organic Shingles. However, you would not be able to file claims for attorneys’ fees, penalties, punitive damages, or any other damages in excess of compensatory damages, which you otherwise could have made in connection with those claims.

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

10. What if I submitted a warranty claim for Organic Shingles to CertainTeed, but never settled the claim with CertainTeed?

a. What Claim Form should I use?

If CertainTeed offered you a settlement but you did not accept it, you may use the Abbreviated Claim Form discussed in Question 3 above. If you submitted a warranty claim and CertainTeed did not offer to settle, you must fill out the Standard Claim Form available at www.CertainTeedShingleSettlement.com; your claim will be reconsidered, but you still have to meet all of the criteria in the Settlement, such as whether you have Organic Shingles, whether they are Damaged under the definition in the Settlement Agreement, and whether they are still in their warranty period.

b. How much will I be paid if I submit the appropriate Claim Form and receive a payment under the settlement?

Eligible Claimants who are covered under CertainTeed’s warranty and who did not previously settle their claims under CertainTeed’s warranty program receive the following compensation:

- if the Claim is postmarked or otherwise received by CertainTeed within 10 years of the installation of the Organic Shingles: US\$40 per square (not pro-rated), **plus** US\$34 per square, prorated from date of installation to account for the years of actual use compared to the warranty length.
- if the Claim is postmarked or otherwise received by CertainTeed more than 10 years after installation of the Organic Shingles (but prior to the expiration of the applicable warranty period: US\$74 per square, prorated to account for years of actual use compared to warranty length.

c. What is the deadline for submission of my Claim Form?

You may submit your Claim Form at any time prior to the expiration of the warranty period.

11. If I have already settled a warranty claim for Organic Shingles with CertainTeed. . .

a. may I receive any additional payment under the Settlement?

You can receive a payment if you settled your warranty claim on or after August 1, 2006. If you settled a warranty claim for Organic Shingles prior to August 1, 2006, you have no claim under this Settlement Agreement.

b. how much will I be paid?

You will receive 20% of the difference between the amount you received on the warranty claim and any greater amount that you would have received had you been a claimant under the Settlement Agreement. See response to Question 10 above to find out how much you would have received as a claimant under the settlement had you not elected to accept CertainTeed’s offer on the warranty. The reason for the 20% figure is that you elected to receive the benefit of the standard CertainTeed warranty payment much sooner than claimants who elected to await the outcome of the litigation, without having to wait through the uncertainties of the litigation process to receive your money.

c. what is the deadline for submission of my Abbreviated Claim Form?

You must file an Abbreviated Claim Form within 12 months of the Settlement Effective Date. The Settlement Effective Date will be 30 days from the Court’s Order giving final approval to the Settlement if there are no appeals, but if there are appeals the date will be later. When the date becomes known, it will be posted on the website.

12. What if I was never offered a settlement on my Organic Shingles by CertainTeed, but:

- a. I am covered by the CertainTeed Warranty; OR
- b. I bought the building with the Organic Shingles already installed; OR
- c. I sold or transferred a building with Organic Shingles, but at that time I retained the right to make a claim for the shingles with a valid documented assignment?

If one of the above is true, you may be a Class Member eligible for a payment, but you cannot use the Abbreviated Claim Form. People described in (b) and (c) above may receive payment according to a different formula from that described in Question 10. For further information and to obtain the Standard Claim form, use the contact information listed below.

13. 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 Settlement Agreement was signed.

HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

14. How can I get a payment?

To qualify for a payment, you must fill out the appropriate Claim Form demonstrating the damage to your shingles, and attach all of the documentation it requests. Use the Abbreviated Claim Form attached to this Notice if you are eligible to use it (see Question 3 above). Otherwise, use the Standard Claim Form. You can obtain a copy of either Claim Form by:

- calling this toll-free number: 1-888- 898-4111
- visiting the website, www.CertainTeedShingleSettlement.com, or
- writing to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761.

15. When will I get my payment?

On June 8, 2010, the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, CertainTeed 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 paid. The claims will generally be reviewed and paid on a first-come, first-served basis.

16. What if CertainTeed denies my claim?

If you believe CertainTeed wrongly denied your claim, you can appeal to an Independent Claims Administrator.

YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT

17. What if I don’t want to be part of the Settlement or the Class?

You do not have to take part in the Settlement or be a Member of the Class. You can do what is called “excluding” yourself or “opting out.” If you exclude yourself, you cannot get a payment 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 shingles that you may have.

18. How do I exclude myself from the Settlement?

To exclude yourself, you must send written notice of your decision to request exclusion via first class mail to Class Counsel at any ONE of the following addresses:

- | | | | | |
|---|-----------|---|-----------|--|
| Audet & Partners, LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105 | OR | Cuneo Gilbert & Laduca, LLP
Charles LaDuca, Esquire
507 C Street NE
Washington, D.C. 20002 | OR | Lockridge Grindal Nauen P.L.L.P
Robert K. Shelquist, Esquire
100 Washington Avenue South, Suite 2200
Minneapolis, Minnesota 55401 |
|---|-----------|---|-----------|--|

Your request for exclusion should include the caption of this case, *In re: CertainTeed Corporation Roofing Shingles Products Liability Litigation*, MDL Docket No. 1817, and must:

- be signed by you *and* your attorney, if you have one;
- state the address of the property or properties that you wish to exclude from the Settlement;
- specify the number of units of residential property or other structures at each address that you believe may contain Organic Shingles.

Deadline for Exclusion: Your request for exclusion from the Settlement must be postmarked or personally delivered by May 11, 2010.

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 shingles
- even if you sent in an exclusion request but sent it to an incorrect location

19. If I exclude myself, can I get money from the Settlement or tell the Court that I don't think the Settlement is fair?

No. If you exclude yourself, you cannot get any money from the Settlement, 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 Class or the Settlement. 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

20. How do I tell the Court if I don't like the Settlement?

If you're a 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 or that you object to the amount of the attorneys' fees, costs, or expenses. 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 Corporation Roofing Shingles Products Liability Litigation, MDL Docket No. 1817*.
- 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 signature *and* that of your attorney, if you have one.

Your objection letter must be sent to the Court, Class Counsel, and CertainTeed at the addresses below, and postmarked or received **no later than April 26, 2010**.

The Court:

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

CertainTeed Corporation:

Lawrence T. Hoyle, Jr., Esquire
Hoyle, Fickler, Herschel & Mathes LLP
Suite 1500, One South Broad Street
Philadelphia, PA 19107

Class Counsel:

Audet and Partners LLP
Michael McShane, Esquire
221 Main Street, Suite 1460
San Francisco, CA 94105

OR

Cuneo Gilbert & LaDuca, LLP
Charles LaDuca, Esquire
507 C Street NE
Washington, D.C. 20002

OR

Lockridge Grindal Nauen P.L.L.P.
Robert K. Shelquist, Esquire
100 Washington Avenue South, Suite 2200
Minneapolis, Minnesota 55401

21. 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 Class and the Settlement.

Excluding yourself is the way to tell the Court that you don’t want to be a part of the 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 any more.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you have Organic Shingles 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 payment.

However, you will retain the right to make a claim under the Settlement Agreement until your warranty expires, which may be as long as 25 years from now.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this lawsuit?

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

The names and addresses of Lead Class Counsel are as follows:

Charles J. LaDuca
Cuneo Gilbert & LaDuca, LLP
507 C Street, NE
Washington, DC 20002

Michael McShane
Audet and Partners LLP
221 Main Street, Suite 1460
San Francisco, CA 94105

Robert K. Shelquist
Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401

Liaison Counsel for the Class is:

Arnold Levin
Charles E. Schaffer
Levin, Fishbein, Sedran & Berman, P.C.
510 Walnut Street, Suite 600
Philadelphia, PA 19103

24. How will the lawyers be paid?

The lawyers who represent the Class will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys’ fees based on their work in this litigation. 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 early 2006. The amount of expenses and fees awarded by the Court will not decrease or in any manner limit the amount of money class members will receive under the Settlement. A Motion for attorneys’ fees, expenses, and costs shall be submitted to the Court no later than May 4, 2010. The Court must approve any requests for fees, expenses, and costs.

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

Yes. To compensate them for work in this litigation, each Named Plaintiff in each of the actions covered by the Settlement (including cases consolidated in Multi-District Litigation, a roofing shingle action brought in Pennsylvania, and an action brought in Canada) will be paid an incentive payment provided the shingles that were the subject of their complaint were Organic Shingles. If the class representative was deposed, he or she will receive an incentive payment of US\$5,000; if he or she was not deposed, the incentive payment will be US\$2,500. CertainTeed will not be required to make more than one such incentive payment to any individual regardless of the number of his or her properties subject to this Settlement.

THE COURT'S FINAL APPROVAL HEARING

26. 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 June 8, 2010. 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.

27. 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.

28. 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 April 26, 2010. If you do this, however, the cost of having your lawyer appear will be at your own expense.

Getting More Information

29. 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 Settlement Agreement. If you have questions or want to know more about the settlement, you can call the Claims Administrator toll-free at 1-888-898-4111 or write to: CertainTeed Claims Administrator, 1400 Union Meeting Road, Blue Bell, PA 19422-0761. You can also check the website, www.CertainTeedShingleSettlement.com. The website has a copy of the complete Settlement 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.