





3. As set forth in Paragraph 4.18 of the Settlement Agreement, if the Claims Office established by CertainTeed denies all or part of a claim submitted pursuant to the terms of the Settlement Agreement, the Claimant may appeal the denial to an Independent Claims Administrator.

4. Paragraph 4.19 of the Settlement Agreement, which provides for the appointment of the Independent Claims Administrator, states:

The Independent Claims Administrator shall be selected by agreement of Class Counsel and CertainTeed or, in the absence of such agreement shall be appointed by the Court. Each Independent Claims Administrator shall serve for a six-month term, which may be renewed by Class Counsel and CertainTeed for subsequent six-month terms, or for such other periods as Class Counsel and CertainTeed may agree. The Independent Claims Administrator shall be an experienced roofing professional. He shall have a continuing obligation to be neutral and unbiased for the duration of his appointment and shall inform Class Counsel and CertainTeed in the event of any conflict of interest. Notwithstanding the time periods specified herein, either Party may invoke the dispute resolution provision of Section 5 in the event a dispute arises with respect to the performance of Claims review by the Independent Claims Administrator. In the event Class Counsel and CertainTeed are unable to agree on the appointment of a subsequent Independent Claims Administrator, Class Counsel and CertainTeed shall petition the Court to make such appointment.

5. Paragraph 4.20 of the Settlement Agreement, which provides for the appointment of the Independent Inspector, states:

The Independent Inspectors shall be selected by each Independent Claims Administrator. The Independent Inspectors shall have a continuing obligation to be neutral and unbiased for the duration of this Agreement and shall inform the Independent Claims Administrator, Class Counsel, and CertainTeed in the event of any conflict of interest. The Independent Inspectors shall serve for terms commensurate with those of the appointing Independent Claims Administrator. Notwithstanding the time periods specified herein, either Party may invoke the dispute resolution provision of Section 5 in the event a dispute arises with respect to the performance of inspections by the Independent Inspectors.

6. CertainTeed and Class Counsel have agreed that Heffler Claims Administration, a division of Heffler, Radetich & Saitta LLP, shall serve as the Independent Claims Administrator. In turn, Heffler Claims Administration has selected BrightClaim, Inc. to serve as the Independent Inspector. Attached hereto as Exhibit 1 is a copy of Heffler Claims Administration's proposal to serve as the Independent Claims Administrator, which has been accepted by CertainTeed. The Heffler Claims Administration proposal sets forth the experience and qualifications of both Heffler Claims Administration and BrightClaim, Inc.

7. Pursuant to paragraph 3 of the Memorandum of Understanding among Class Counsel, CertainTeed, and counsel for the Objectors, Class Counsel contacted James Capretz, counsel for certain Objectors to the Settlement Agreement, who has agreed to the selection of Heffler Claims Administration as the Independent Claims Administrator.

8. Although the Settlement Agreement provides that the Independent Claims Administrator be an "experienced roofing professional," the parties believe that the settlement administration process will be better served by the appointment as the Independent Claims Administrator of Heffler Claims Administration, which has substantial claims administration experience and which will be assisted by BrightClaim, Inc., which possesses the requisite roofing experience.

9. In light of the universal agreement of Class Counsel, counsel for the Objectors, and CertainTeed concerning the selection of Heffler Claims Administration as the Independent Claims Administrator, the parties jointly request that the Court approve the selection of Heffler Claim Administration as the Independent Claims Administrator to be assisted by BrightClaim, Inc. as the Independent Inspector.

NOW THEREFORE, for the reasons stated above, the parties respectfully request this Honorable Court to enter the attached Proposed Order appointing Heffler Claims Administration as the Independent Claims Administrator and BrightClaim, Inc. as the Independent Inspector.

Dated: April 17, 2012

s/ Charles E. Schaffer  
Arnold Levin (02280)  
Charles E. Schaffer (76259)  
**LEVIN, FISHBEIN, SEDRAN & BERMAN**  
510 Walnut Street, Suite 500  
Philadelphia, PA 19106  
Telephone: (215) 592-1500  
Facsimile: (215) 592-4663

**Class Counsel**

s/ Arlene Fickler  
Lawrence T. Hoyle, Jr. (02926)  
Arlene Fickler (20327)  
**SCHNADER HARRISON SEGAL & LEWIS LLP**  
1600 Market Street, Suite 3600  
Philadelphia, PA 19103-7286  
Telephone: 215-751-2000  
Facsimile: 215-751-2205

**Counsel for CertainTeed Corporation**



make this determination, the Independent Claims Administrator, the Claimant, Class Counsel, or CertainTeed may request that the Independent Inspector either visit the premises at issue or examine the shingle sample submitted by the Claimant and submit a report evaluating the claim.

*Id.* at ¶ 4.18(d).

The procedures for the selection of the Independent Claims Administrator and the Independent Inspectors are set forth in Paragraphs 4.19 and 4.20 of the Settlement Agreement:

4.19 The Independent Claims Administrator shall be selected by agreement of Class Counsel and CertainTeed or, in the absence of such agreement shall be appointed by the Court. Each Independent Claims Administrator shall serve for a six-month term, which may be renewed by Class Counsel and CertainTeed for subsequent six-month terms, or for such other periods as Class Counsel and CertainTeed may agree. The Independent Claims Administrator shall be an experienced roofing professional. He shall have a continuing obligation to be neutral and unbiased for the duration of his appointment and shall inform Class Counsel and CertainTeed in the event of any conflict of interest. Notwithstanding the time periods specified herein, either Party may invoke the dispute resolution provision of Section 5 in the event a dispute arises with respect to the performance of Claims review by the Independent Claims Administrator. In the event Class Counsel and CertainTeed are unable to agree on the appointment of a subsequent Independent Claims Administrator, Class Counsel and CertainTeed shall petition the Court to make such appointment.

4.20 The Independent Inspectors shall be selected by each Independent Claims Administrator. The Independent Inspectors shall have a continuing obligation to be neutral and unbiased for the duration of this Agreement and shall inform the Independent Claims Administrator, Class Counsel, and CertainTeed in the event of any conflict of interest. The Independent Inspectors shall serve for terms commensurate with those of the appointing Independent Claims Administrator. Notwithstanding the time periods specified herein, either Party may invoke the dispute resolution provision of Section 5 in the event a dispute arises with respect to the performance of inspections by the Independent Inspectors.

CertainTeed and Class Counsel have agreed that Heffler Claims Administration should serve as the Independent Claims Administrator. The proposal of Heffler Claims Administration

to serve as Independent Claims Administrator is attached hereto as Exhibit 1. Heffler Claims Administration is a division of Heffler, Radetich & Saitta LLP, one of the largest CPA firms in the mid-Atlantic region, and has administered over 700 settlements. Heffler Claims Administration has selected BrightClaim, Inc. to serve as the Independent Inspector. BrightClaim, Inc. is an insurance claims service company that has extensive experience investigating and administering property damage claims. The qualifications of BrightClaim, Inc. are set forth in the Heffler Claims Administration proposal at Exhibit A.

Pursuant to the Memorandum of Understanding in this action between CertainTeed, Class Counsel and counsel for certain Objectors to the Settlement Agreement, Class Counsel contacted James T. Capretz, counsel for the Objectors, on April 9, 2012, to notify him that Class Counsel and CertainTeed had selected Heffler Claims Administration to serve as Independent Claims Administrator. Mr. Capretz represented to Class Counsel that he agreed to the selection of Heffler Claims Administration as the Independent Claims Administrator.

In administering the settlement to date, although more than 7000 claims have been denied, the parties have received relatively few requests for appeal from dissatisfied claimants. Moreover, the vast majority of denied claims have been denied because the claimant was either not a class member or had already received consideration for the claim, while only about one percent of the denials were based on “technical” grounds. *See* CertainTeed Corporation’s First Report to the Court Under Section 4.33 of the Agreement of Settlement and Compromise as Amended Filed on December 29, 2009 (Dkt. No. 223) (stating that, through September 2011, 3,790 claims were denied because claimants had already received consideration equal to the value of the payment they were eligible to receive, and 3,059 claims were denied because the claimant was not a class member, while only 77 claims were denied because the shingles did not

exhibit “Damage” as defined in the Settlement Agreement.). In light of the parties’ experience to date, and the fact that BrightClaim, Inc. will provide Heffler Claims Administration with any required technical experience, the parties believe that the appeal process will be more efficiently and expeditiously handled by Heffler Claims Administration than by a roofing professional who lacks any expertise in claims administration.

Although the Settlement Agreement does not require that the Court appoint the Independent Claims Administrator when the parties have agreed on who will serve in that role, the parties nevertheless request that the Court approve the selection of Heffler Claims Administration as the Independent Claims Administrator, inasmuch as Heffler Claims Administration’s experience is in claims administration rather than the roofing industry. Accordingly, the parties jointly request that the Court grant this motion and appoint Heffler Claims Administration as the Independent Claims Administrator and BrightClaim, Inc. as the Independent Inspector.

Respectfully Submitted,

Dated: April 17, 2012

s/ Charles E. Schaffer  
Arnold Levin (02280)  
Charles E. Schaffer (76259)  
**LEVIN, FISHBEIN, SEDRAN & BERMAN**  
510 Walnut Street, Suite 500  
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Telephone: (215) 592-1500  
Facsimile: (215) 592-4663

**Class Counsel**

s/ Arlene Fickler  
Lawrence T. Hoyle, Jr. (02926)  
Arlene Fickler (20327)  
**SCHNADER HARRISON SEGAL & LEWIS LLP**  
1600 Market Street, Suite 3600  
Philadelphia, PA 19103-7286  
Telephone: 215-751-2000  
Facsimile: 215-751-2205

**Counsel for CertainTeed Corporation**

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, I caused a true and correct copy of the foregoing Joint Motion of CertainTeed Corporation and Class Counsel for an Order Approving the Selection of Heffler Claims Administration as the Independent Claims Administrator and BrightClaim, Inc. as the Independent Inspector and the proposed form of order to be filed electronically and made available for viewing and downloading from the ECF system of the United States District Court for the Eastern District of Pennsylvania.

Date: April 17, 2012

s/ Arlene Fickler  
Arlene Fickler (Pa. I.D. # 20327)  
Schnader Harrison Segal & Lewis LLP  
1600 Market Street, Suite 3600  
Philadelphia, PA 19103-7286  
(215) 751-2000

# **Exhibit 1**



Heffler Claims Administration offers a complete line of class action administration services for Antitrust, Securities, Employment & Labor, Consumer and Government Enforcement matters. Those services address each phase of the settlement process, from implementing the Notification program and designing custom Data Bases and Websites to administering the Claims Processing and Settlement Distribution stages of a case.

An experienced team of 50+ professionals is comprised of certified public accountants, MBAs, JDs, information technology experts, data entry personnel, call center attendants and direct mail specialists. They have long-standing alliances with established financial institutions to manage settlement funds, and solid relationships with qualified printers capable of generating over 2 million pieces daily.

Backed by one of the largest, most respected and experienced CPA firms in the mid-Atlantic region, members of Heffler Claims Administration have administered over 700 settlements of varying size and complexity over the last 50 years. They have worked on matters involving the distribution of over \$3 billion in funds, and the management of more than 10,000,000 proof-of-claim forms with mailings to over 40,000,000 potential class members.



The following is both Heffler Claims Administration's detail approach to serving as the Independent Claims Administrator ("ICA") and Bright Claim, Inc.'s detail approach to serving as the Independent Inspector ("II") in the re CertainTeed Corporation Roofing Shingles Products Liability Litigation. Bright Claim, Inc., is the II that the firm selected pursuant to the Settlement Agreement.

Heffler Claims Administration has selected Bright Claim, Inc. because of their independent resources and ability to provide a nationwide network of experienced and skilled independent roofing inspectors that specialize in warranty programs for building product manufacturing companies and direct programs for insurance carriers. Background information is attached as *Exhibit A*.

As the ICA, Heffler Claims Administration will assign a full time partner, manager and senior claims analyst to review the appeals assigned to the firm by the CertainTeed Claims Office, and then issue a final determination report to the appropriate parties. Heffler Claims Administration will also perform all administrative duties, pursuant to the Settlement Agreement, which are required between the ICA and the II.

Based on discussions with Class Counsel and Counsel for CertainTeed, Heffler Claims Administration has prepared a flowchart of the proposed appeals process. Attached as *Exhibit B*, the flowchart details the processing of an Appeal, starting with CertainTeed's final determination of the Claim, through the ICA and II appeal process and then to the closing of the claim file. The narrative to the flowchart is listed below.

References to certain Settlement Agreement requirements are listed below in parenthesis, referring to the appropriate paragraph in the Settlement Agreement.

**INDEPENDENT CLAIMS ADMINISTRATOR – APPEALS PROCEDURES**

(Non-Technical and Non-Compliance with Claim Procedures).

1. Upon receipt of any Appeal and Claim materials from CertainTeed, the ICA will assign it its own unique Claim Number, enter all claim information into our secure, read-only Appeal database set up for Class Counsel and CertainTeed access only and then set up start and completion dates, for both ICA and II appeal results, pursuant to the timelines outlined in the Settlement Agreement

2. On or before the scheduled start date and within 45 days from the Appeal request (4.18(d)), the ICA will perform its review of the request, Claim Form and all submitted documentation. (For procedural purposes, 50 days will be allowed for receipt by CertainTeed, Class Counsel, ICA or II of the appeal.)

- a. Within 15 days following the review of the Appeal materials (4.18(d)), whether the ICA agrees with CertainTeed's evaluation or not as to the Claim's eligibility and its eligibility for compensation. (4.18(c)), the ICA will issue a final determination report to the Claimant, Class Counsel and CertainTeed setting forth the basis for its decision and shall determine whether the Claim was correctly evaluated in accordance with the provisions of the Settlement Agreement
- b. For any Claimant appeal, the ICA, the Claimant, or Class Counsel, or CertainTeed may request that the II be utilized. (4.18(d)). Note, although it is anticipated that for the types of claims that will be sent to the ICA that an II will not be needed, each party, including the ICA may request an II review or inspection.
- c. CertainTeed may, but is not required to, meet with the ICA in connection with the review of any Claim or to present testimony, declarations, or other evidence in support of CertainTeed's evaluation of the Claim. If this option is invoked, Claimant and Class Counsel may, at their own discretion be present in such meeting or provide similar evidence. (4.18(f))
- d. The final determination of the ICA will be non-appealable, except if either CertainTeed or Class Counsel concludes the ICA's decision is not consistent with the terms of the Settlement, the Claim can be presented to a Special Master. (4.18(i))
- e. Any dispute whether a Claimant has properly complied with the Claims procedures set forth in the Agreement will be resolved by the ICA. (4.18(l))
- f. CertainTeed and Class Counsel shall have the right to audit independently the work of the ICA and any Claim or Claim payments.(4.22-4.23)

#### **INDEPENDENT INSPECTOR – APPEALS PROCEDURES**

(Technical Rejections & Causation Defenses)

1. Upon receipt of the Appeal and Claim materials from CertainTeed, the II will record the date received in the appeal database, enter any information not previously entered by the ICA and confirm all due dates.
2. On or before the scheduled start date and within 45 days from the Appeal request (4.18(d)), the II will perform its review of the Claim Form and submitted documentation. (For procedural purposes, 50 days will be allowed for receipt by CertainTeed, Class Counsel, ICA or II of the appeal.) Based on the Claim material

provided and reason of rejection, the II will determine the type of review needed:

1. Desk review only.
2. Site review only.
3. Desk review followed by the necessity of site review.
  - a. Desk review followed by the necessity of site review. Within 15 days following the desk review of the material submitted, the site review or the combination thereof, whether the II agrees with CertainTeed's evaluation or not as to the Claim's eligibility and its eligibility for compensation (4.18(c)), the II will issue a determination report to the Claimant, Class Counsel and CertainTeed setting forth the basis for its decision and shall determine whether the Claim was correctly evaluated in accordance with the provisions of the Settlement Agreement. (4.18(g))
  - b. Following receipt of the determination report from the II, the Claimant, Class Counsel, and CertainTeed will have 30 days to submit additional information to the II. The additional submissions will be limited by procedures and rules for handling the review of claims by the ICA and II established by the ICA, CertainTeed, and Class Counsel. (4.18(e))
  - c. CertainTeed may, but is not required to, meet with the ICA or II in connection with the review of any Claim or to present testimony, declarations, or other evidence in support of CertainTeed's evaluation of the Claim. If this option is invoked, Claimant and Class Counsel may, at their own discretion be present in such meeting or provide similar evidence. (4.18(f))
  - d. If timely additional information is submitted, the II will make its final determination on the Claim within 15 days after the expiration of the 30 day period. The final determination report will be submitted to the Claimant, the ICA, Class Counsel and CertainTeed. (4.18(h))
  - e. The final decision of the II will be non-appealable, except if either CertainTeed or Class Counsel concludes the II's decision is not consistent with the terms of the Settlement, the Claim can be presented to a Special Master. (4.18(i))
  - f. Any dispute whether CertainTeed has properly established any of the CertainTeed Causation Defenses (subsection 3.7 in Agreement) will be resolved by the II. (4.18(m))



**Heffler Claims**  
administration

123 456 789

**INDEPENDENT CLAIMS ADMINISTRATOR FEES**

One Time Set-up Fee	\$5,000.00
Per Appeal Fee <sup>1</sup>	Hourly up to \$200.00/ Per Appeal

Services listed under Scope of Engagement, Independent Claims Administrator, 2 C, D and F will be charged at the firm's normal hourly rates as listed below:

<b>Partners</b>	\$210.00 – \$265.00 per hour
<b>Managers / Computer Programmers</b>	\$150.00 – \$185.00 per hour
<b>Senior Claims Analyst / Data Processing Supervisors</b>	\$110.00 – \$150.00 per hour
<b>Associate Claims Analyst / Clerical Supervisor</b>	\$ 50.00 – \$ 90.00 per hour
<b>Clerical &amp; Data Entry Personnel</b>	\$ 40.00 – \$ 60.00 per hour

**INDEPENDENT INSPECTOR FEES**

Appeal Desk Review Fee	\$175.00/ Per Appeal
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**Field Inspection Fees & Expenses: See descriptions and fees below:**

Structure and Inspection Type	Regular Inspection Fee -To be completed in 30 days
<b>Single –Family</b> <ul style="list-style-type: none"> <li>• Single family site-built properties</li> <li>• Mobile homes</li> <li>• Manufactured homes</li> <li>• Individual town houses</li> <li>• Individual condominium units</li> <li>• Garages</li> <li>• And other types of Buildings or structure</li> </ul>	\$210 - Per Claim (50 squares or less) \$260 - Per Claim (Over 50 squares)  Note: On single family claims, the first structure will be invoiced at the appropriate fee above. All other covered structures on the property will be invoiced at \$100 per structure.

<sup>1</sup>Fee and rates are good for 12 months from the date retained.

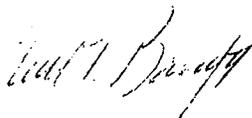
<p><b>Multi-Unit</b></p> <ul style="list-style-type: none"> <li>• Multiple unit town house projects</li> <li>• Condominium projects</li> <li>• Apartment complexes</li> <li>• Retail Structures</li> <li>• Commercial or Industrial structures</li> <li>• Garages or carports</li> <li>• Multi-unit detached structures (such as p Houses, club houses, etc.)</li> </ul>	<p>\$300 - Per Structure (100 squares or less)</p>
<p><b>Multi-Unit</b> (Independent Structures, including, but not limited to)</p> <ul style="list-style-type: none"> <li>• Mailbox enclosures</li> <li>• Pool sheds</li> <li>• Tool sheds</li> </ul>	<p>Independent Structures with more than 7 squares of covered product, \$100 per structure when inspected with a Multi-unit structure.</p>
<p><b>Multi-Unit</b> Incremental fee for each additional 50 squares or any incremental portion thereof over the first 50 squares. Only applies if the roof surface is over 100 squares</p>	<p>\$75 per 50 squares or incremental Portion thereof over the first 100 squares. Up to maximum of Day Rate charges of \$800.00</p>
<p><b>Additional Fees When Applicable:</b> Rope and Harness Team (10/12 pitch or higher or if unsafe conditions exist)</p> <p>Steep Roof (7/12 or over and 2 story or greater)</p> <p>Ladder Assist (greater than 16' ladder) Ladder Rental</p> <p><b>Note:</b> Prior approval will be obtained before costs are incurred</p>	<p>Twice the regular fee ( a team of 2 inspectors and equipment)</p> <p>\$25.00</p> <p>\$200.00 (\$75 if in conjunction with Rope and Harness) Actual Cost</p>
<p><b>Intrusive Testing</b></p> <ul style="list-style-type: none"> <li>• Contractor</li> <li>• Inspector</li> </ul>	<p>Actual Cost + \$95 administrative fee (to manage the work of contractor) Appropriate Fee Above</p>
<p><b>Hawaii and Alaska Inspections</b></p>	<p>Appropriate fees above plus expenses pro-rated over all claims for all applicable claimants. Expenses include, but are not limited to, lodging, airfare, meals and ground transportation at cost.</p>
<p><b>System Changes – CertainTeed Specific</b></p>	<p>Actual Cost based on specification, plus 25%</p>
<p><b>Training Cost</b></p>	<p>Actual cost incurred.</p>

**OUT-OF-POCKET EXPENSES**

In addition to the above fee schedules, Heffler Claims Administration will bill for all out-of-pocket expenses such as postage, freight, long distance telephone calls, computer supplies (but not computer time), off site claims storage, and travel costs.

*We appreciate the opportunity to submit this proposal of procedures and charges, and will be glad to furnish any additional information you may require.*

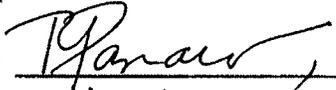
Respectfully submitted,



Michael T. Bancroft, CPA  
For HEFFLER, RADETICH & SAITTA LLP  
1515 Market Street, Suite 1700  
Philadelphia, PA 19102-1964  
Telephone No: (215) 665-8870

Dated: March 20, 2012

Approved:

By:  VP & CFO

Date: 3/29/12



**Heffler Claims**  
administration

CONFIDENTIAL

Heffler Claims, Inc.  
MEMPHIS, TENNESSEE

April 10, 2012



## COMPANY OVERVIEW

BrightClaim began their operations on October 1, 2004. We have been an insurance claims services company since the beginning providing services to the P&C Insurance Industry and also to Building Product Manufacturers.

We have had no mergers or acquisitions in the last five years.

BrightClaim has considerable bench strength in our overall corporate management. We have implemented, managed, and concluded many large projects over the course of our collective careers as well as our experience with BrightClaim. A few noted projects:

- a. Commercial Property Run Off Project – this project took place during 2006 and 2007. We were required to take over 2000 commercial property claims that were open and bring them to a conclusion. We were required to setup separate office operations and get that operational in less than 30 days fully staffed with new adjusters and admin personnel. We successfully concluded this project at the end of 2007.
- b. Warranty Inspection, Appraisal, and Administration – This project began in the fall of 2007 and is still in operation today. We were required to take over the inspection and appraisal process of damaged properties across the US. In 2008 we handled over 3500 inspections and appraisals. We were later selected as the administrator to settle and conclude those same inspection and appraisal outcomes.
- c. Hurricane Ike Response – This 2008 effort included handling over 200 commercial wind claims generated by the category 2 hurricane which impacted Galveston Island and the Texas coast. These losses involved heavy combined wind/flood property damages and included total losses, business personal property losses, inventory damages and Business Income claims. The most complex involved the City of Galveston for over \$2MM wind and \$17MM flood and over 150 various structures.
- d. During the periods of January 2010 through current month, 2011 BrightClaim has been providing General Adjuster and Executive General Adjuster dedicated resources and support to Citizens Insurance of Florida. We have held adjuster training sessions in both 2010 and 2011 to meet the expectations of Citizens. We have provided expertise on specialty needs such as large Commercial buildings that required evaluations for insurance to value considerations.
- e. During Hurricane Irene response, we provided a complete turnkey property claims operation to support one of our existing clients. That client did not have the internal capacity to manage Hurricane Irene claims. We took over for complete handling to a conclusion in excess of 2600 property claims following Hurricane Irene. 75% of these claims were assigned to our own Cat field adjusters and 25% were handled as desk adjustments. At the thirty day period we had over 75% of all claims closed. This operation included all settlements, reserving, and issuance of checks.

3850 Holcomb Bridge Road Ste 410 Norcross, GA 30092

## ADDITIONS TO MANAGEMENT TEAM

In February of 2009, George Kattermann joined our organization as VP of Catastrophe. Prior to joining our organization, George was the Director of Property and Catastrophe at American Family Insurance in Madison, WS. George has extensive experience and expertise in managing large catastrophe events for a major carrier. He brings to our organization the added benefit of understanding the benefits of process and technology to help streamline catastrophe response capabilities.

In July of 2011, Chuck Lawrence joined our organization as AVP of Property Program Operations. Prior to joining our organization, Chuck served in a number of roles at Main Street America Insurance Group in Jacksonville including Property Director as well as Product Manager over one of their three regions. Prior to that he had 14 years experience in a regional role with Chubb Insurance.

## Other Services provided by BrightClaim:

- f. Liability Claims Handling
- g. Contents Research and Evaluation
- h. Onsite Contents Handling and Coordination
- i. Centralized Property Claims Handling Unit
- j. P&C Inspection Services
- k. Warranty Inspection Services
- l. Warranty Administration Services
- m. Class Action Inspection Services
- n. ITV Inspection Services
- o. Catastrophe Property Services
- p. Large Loss Property Services

## CLAIMS HISTORY

<b>Claims Handled by year:</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
q. Liability Claims Handling	1479	3488	2344	2081
r. Contents Research and Evaluation	5620	6813	7011	7844
s. Onsite Contents Handling and Coordination	983	1056	679	1288
t. Centralized Property Claims Handling Unit	8935	7874	1893	9064
u. P&C Field Property Services	1659	2721	4735	8634
v. Warranty Inspection Services	3689	4677	6523	4877
w. Warranty Administration Services	1788	1965	2877	2170
x. Class Action Inspection Services	768	843	1423	1221
y. ITV Services	0	0	322	6477
z. Catastrophe Property Services	21347	7983	1693	16732
aa. Large Loss Property Services	0	518	288	337

# Executive Management

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**Howard L. Rogers, Jr. - President** Howard is responsible for BrightClaim's strategic direction. Prior to creating BrightClaim, Howard was Executive Vice President for Claims Management Services at Crawford & Company, the world's largest provider of independent insurance services. During his 16 years with Crawford, Howard had various responsibilities including Catastrophe Services, Technical Services, Subrogation Recovery, Investigation Services, Class Action Inspection Services, and successfully held various field positions in the Southeastern U.S. Howard completed his studies in insurance while attending the University of Tennessee, Knoxville. He has been awarded the AIC designation by the Insurance Institute of America and made substantial progress toward the CPCU designation. A past president of both the Chattanooga Claims Association and the Tennessee Claims Association, Howard successfully completed the Advanced Executive Education Program at Wharton in 2000.

**John R. McLaughlin, AIC - Senior Vice President** John's responsibilities include ClaimsCore, BrightClaim's solution for centralized claims processing, monitoring, and administration. John has 12 years experience in the claims industry, having served as adjuster, quality assurance coordinator, supervisor, branch manager, project manager and business unit director. He is cross-trained in personal and commercial lines property, general liability, and auto liability claims and also experienced in building products class action administration. John earned his Bachelor's Degree from the State University of New York.

**G. Steven Sugg - Senior Vice President** Steven's responsibilities include Schedule C, BrightClaim's solution for all personal and commercial property contents claims. Steven has 17 years of experience in the claims industry, including management of one of the largest property evaluation firms in the U.S. for over a decade. Steven oversaw the development of one of the claims industry's first stand-alone automated contents estimating systems and worked as a consultant with leading technology providers to the insurance industry. He also lead the development of a contents estimating unit at the world's largest independent insurance services provider and left that publicly traded company as a business unit director. Steven received his BBA from Oglethorpe University and also attended special programs at Harvard University where he received recognition for outstanding achievement.

**Larry D. Washington, CPCU, CLU, ChFC, AIC, AIM, AIU, - Senior Vice President** Larry's responsibilities include Inspection Services, Catastrophe Services and Environmental Response management. He has over 24 years of claims experience, including 10 years managing high profile class action settlements, product recalls, product warranty programs, quality assurance programs, and both environmental and catastrophe claims. In the class action arena alone, Larry has directly managed over 1,000,000 claims in the past decade. A member of the Society of Chartered Property Casualty Underwriters, Larry received his Bachelor's Degree from the University of Louisiana.

**L.H. Chase - Senior Vice President** Larry's responsibilities include BrightNET, BrightClaim's nationwide network of credentialed claims professionals, and the management of projects and development of business processes that enable the fulfillment of BrightClaim's commitments to its clients. Larry has over 30 years experience in the claims industry. Trained in the handling of both casualty and property claims, he specialized in workers compensation and professional liability claims. He later served in a variety of corporate staff, management and executive positions for an international provider of risk management services. Larry earned his bachelors degree from Wittenberg University and remains committed to life-long learning, having completed a variety of industry-specific and project planning courses, American Management Institute, trainer development, and team development and leadership programs.

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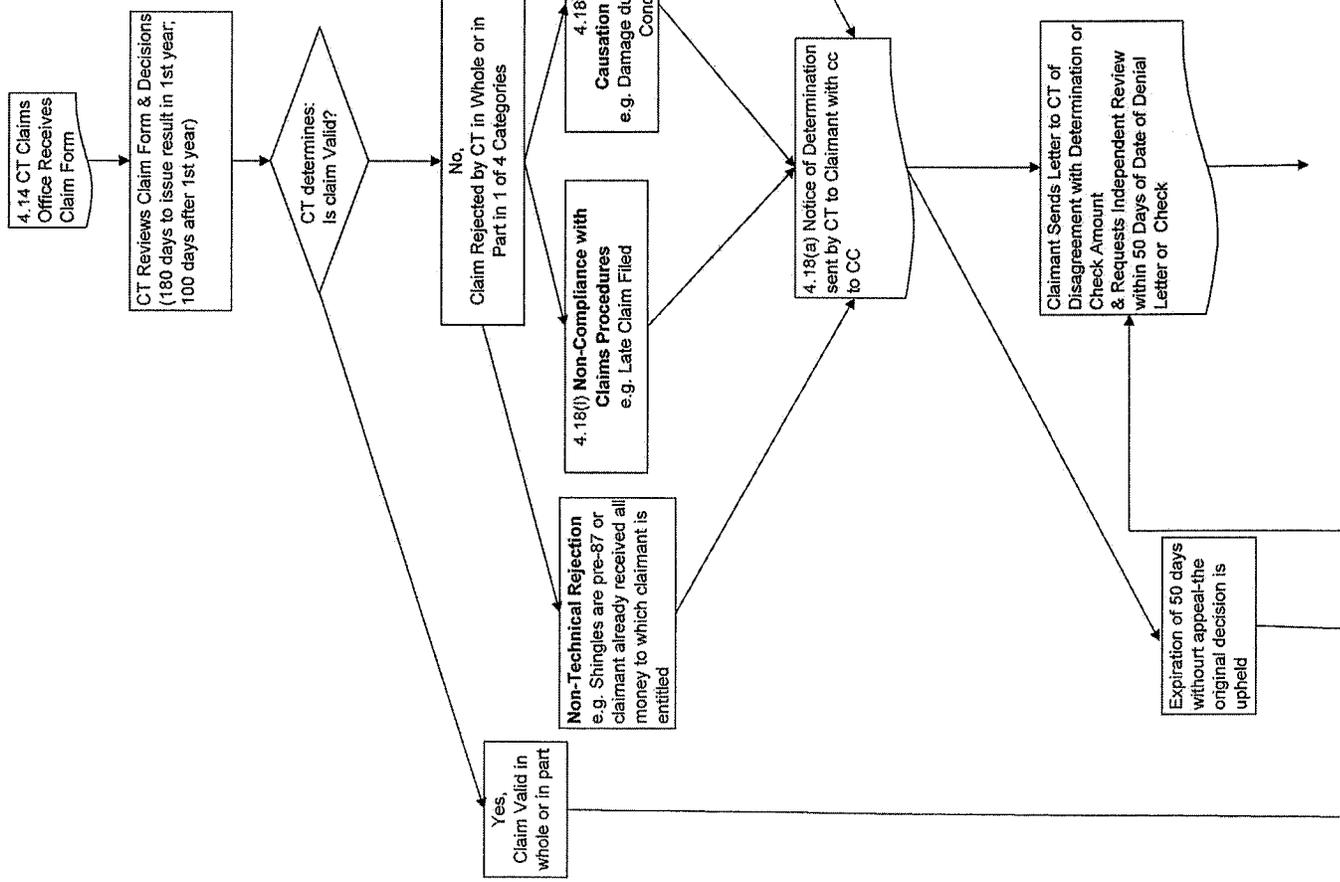
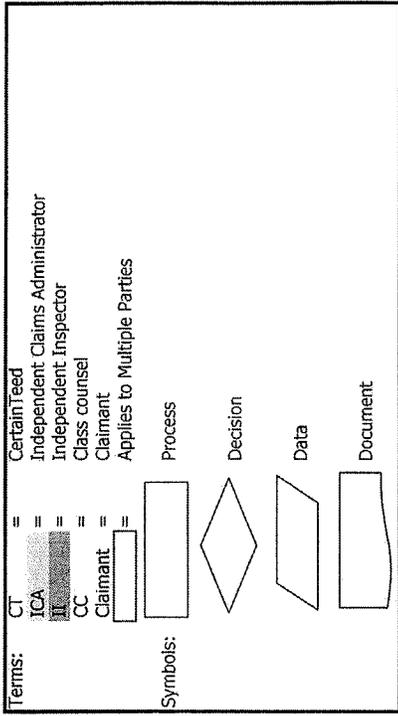


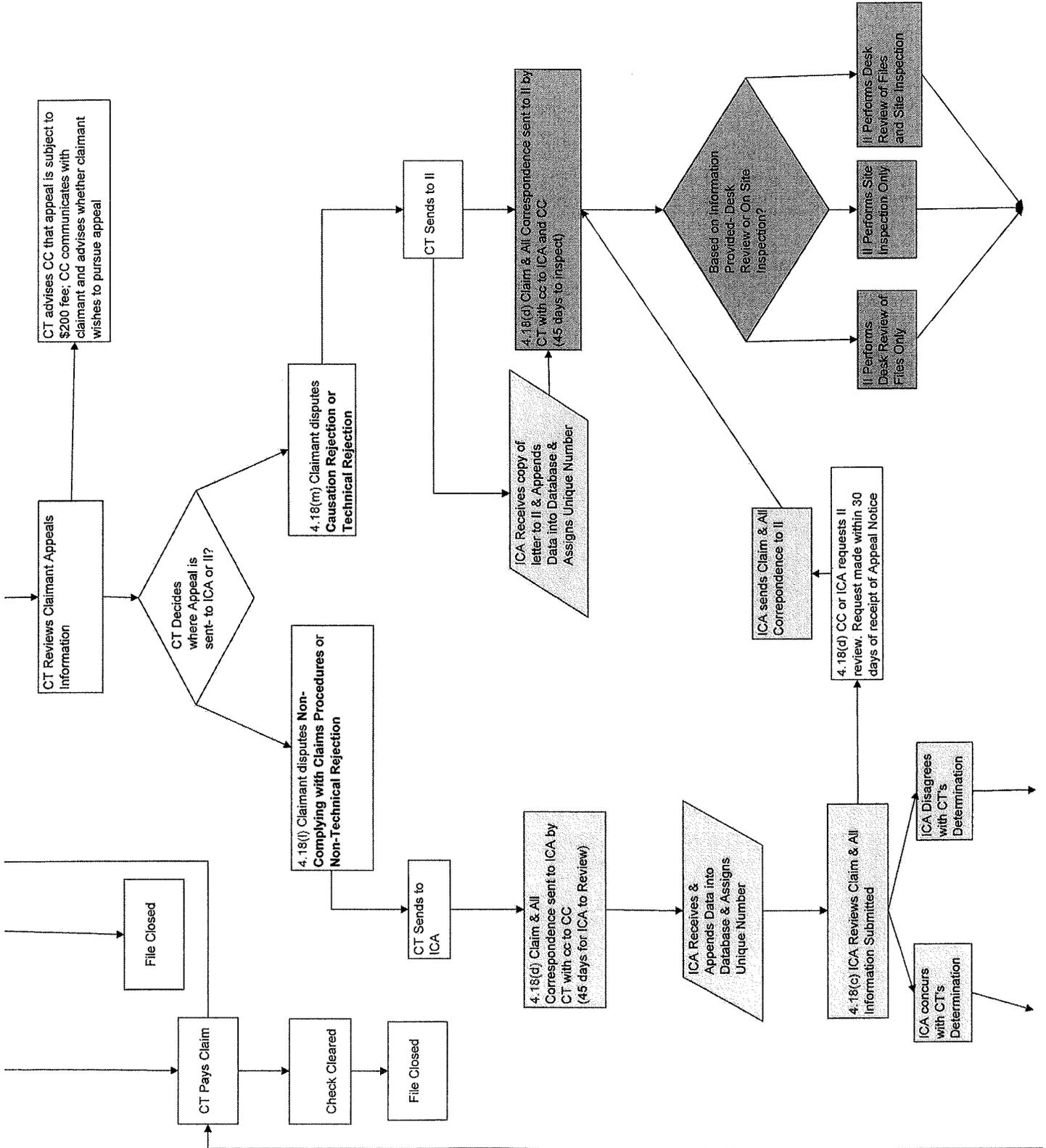
**Heffler Claims**  
administration

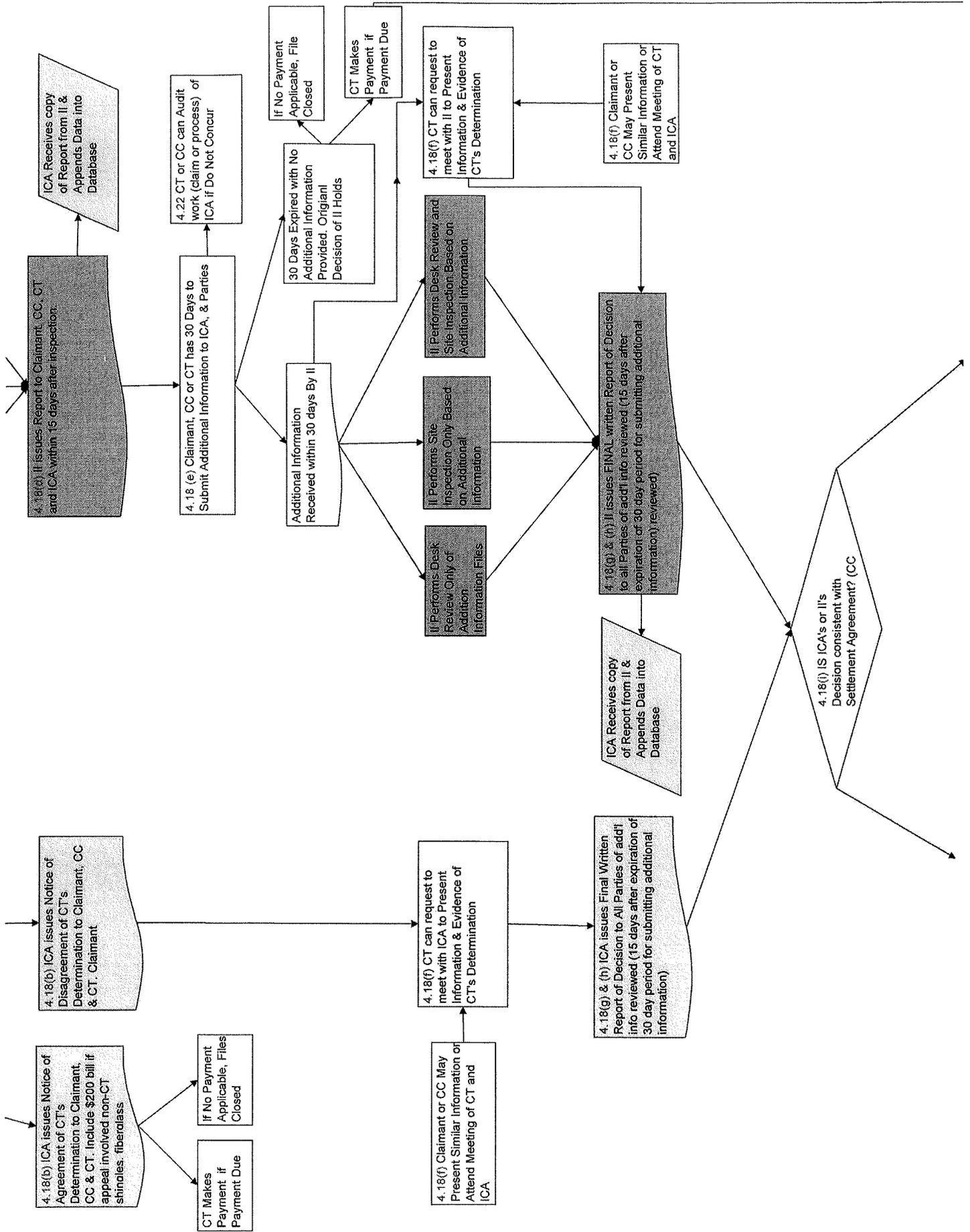
EXHIBIT B

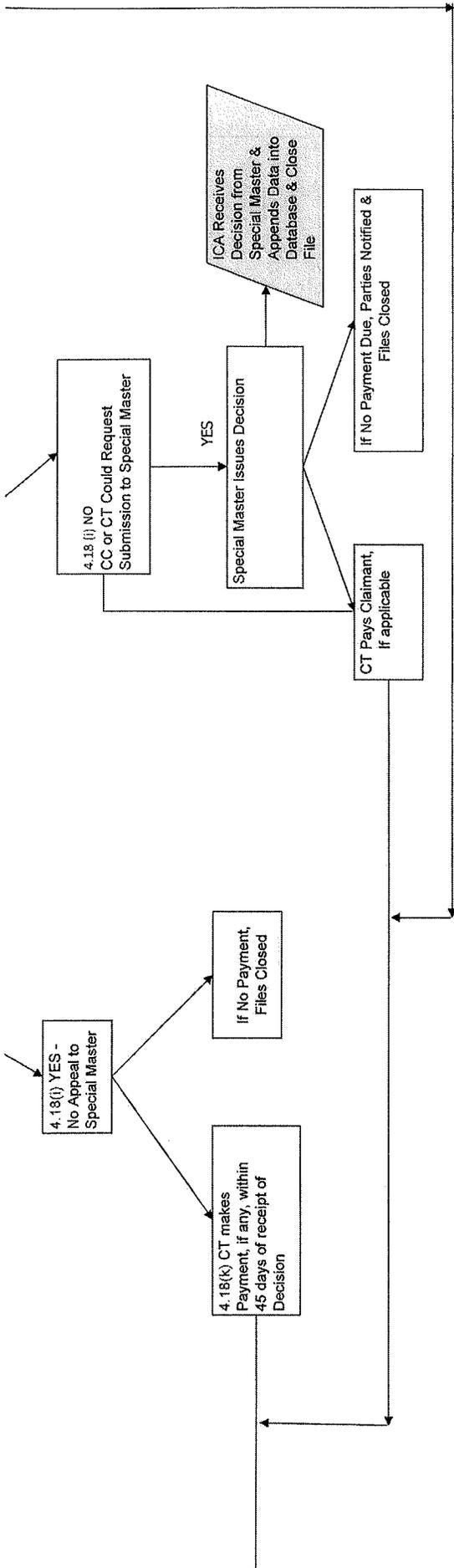
CLAIMS FLOWCHART

CERTAINTED ROOFING SHINGLE LIABILITY LITIGATION  
 CLAIMS & APPEALS FLOWCHART  
 AS OF MARCH 20, 2012









Prepared by Heffler Claims Administration Updated 03/20/2012  
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