

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

In re:

**ALLURA FIBER CEMENT SIDING
PRODUCTS LIABILITY LITIGATION**

MDL No. 2886

Case No. 2:19-mn-2886-DCN

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement is made between the Named Plaintiffs, on behalf of themselves and a proposed Settlement Class, and Plycem USA, LLC and Elementia USA, Inc. The purpose of this Agreement is to settle and compromise the Litigation and to release the Released Persons as set forth herein. The Agreement is contingent upon the Court’s certification of the Settlement Class and approval of the Settlement under Federal Rule of Civil Procedure 23. (Capitalized terms in this Agreement have specific definitions, which are provided in Section 1.)

1. DEFINITIONS.

- 1.1. “Agreement” means this Agreement and includes all its Exhibits.
- 1.2. “Adjudicator” means the person responsible for determining whether a Claimant has an Eligible Claim and, if so, the extent of the Claimant’s Qualifying Damage and any Replacement Area. The Adjudicator may be an employee of the Claims Administrator if agreed to by the Parties.
- 1.3. “Claimant” means an individual who submits a claim under this Agreement by submitting a Claim Form and Claims Package to the Claims Administrator.
- 1.4. “Claims Administrator” means the entity responsible for administering the Class notice plan, determining if the Claimant has submitted a complete Claims Package, and administering the Settlement as described in this Agreement.
- 1.5. “Claim Form” means the form required for a claims submission, attached as Exhibit 1.
- 1.6. “Claims Package” means a completed Claim Form with all requisite supporting information and documentation.
- 1.7. “Claims Program” means the claims administration process set forth in Section 7.

- 1.8. “Claims Submission Period” means the period of time from the Effective Date to 24 months after the Effective Date (inclusive).
- 1.9. “Class Counsel” means the law firms appointed by the MDL Court to represent the Settlement Class.
- 1.10. The “MDL Court” or “Court” means the United States District Court for the District of South Carolina.
- 1.11. “Date of Denial” means the date the denial notice is sent if by email or 3 days after mailing if sent via USPS.
- 1.12. “Effective Date” means either:
 - 1.12.1. the date of the Final Approval Order of this Agreement by the Court if no objections are timely filed; **OR**
 - 1.12.2. the expiration date of the time for filing notice of any appeal from the Final Approval Order by the Court if objections are filed but no appeal is filed; **OR**
 - 1.12.3. if an appeal is filed, the latest of: (a) the date of final affirmance of the Final Approval Order; **OR** (b) the expiration of the time for a petition for writ of certiorari to review the Order if affirmed and, if certiorari is granted, the date of final affirmance of the Order following review pursuant to that grant; **OR** (c) the date of final dismissal of any appeal from the Order or the final dismissal of any proceeding on certiorari to review the Order.
- 1.13. “Elevation” means one continuous section of a structure typically separated from another Elevation by an outside corner.
- 1.14. “Eligible Claim” means a claim that the Adjudicator determines qualifies for relief under this Agreement.
- 1.15. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e)(2).
- 1.16. “Final Approval Order” means the order to be entered by the Court following the Final Approval Hearing.
- 1.17. “Lead Counsel” means the principal counsel appointed by the Court to represent the Parties.

- 1.18. “Litigation” means MDL 2886 and all actions that were transferred to MDL 2886.¹
- 1.19. “Named Plaintiffs” means Plaintiffs Amanda Lowe, Krista Krouse, Christopher Krouse, Donna Johns, Jameson D. Storm, Andrew Harmel, Antonetta Luongo, and Robert Severance.
- 1.20. “Opt-Out Form” means the form or letter substantially in the form agreed to by the Parties, by which Settlement Class Members may opt-out of the Settlement Class, a copy of which is attached as Exhibit 2.
- 1.21. “Parties” means the Named Plaintiffs and Plycem.
- 1.22. “Plycem” means: Plycem USA, LLC and Elementia USA, Inc.
- 1.23. “Preliminary Approval Order” means the Order of Preliminary Approval of Settlement that the Parties will ask the Court to enter, a copy of which is attached as Exhibit 3, and also the final Preliminary Approval Order entered by the court.
- 1.24. “Qualifying Damage” means cracking, bowing, shrinking, warping, breakage, or gapping (greater than 3/16”) in the Siding and, if available, property damage resulting from such failed Siding, including damage under the weather barrier.
- 1.25. “Replacement Area” means the amount in square feet of the home for which the Adjudicator determines a Claimant is entitled to compensation under the terms of this Agreement.
- 1.26. “Released Persons” is defined in Section 15.1.
- 1.27. “Releasing Parties” is defined in Section 15.2.
- 1.28. “Settlement,” as used in this Agreement, refers generally to the Agreement and the process it creates.
- 1.29. “Settlement Class” means all individuals or entities who, as of the Effective Date, own a single-family house in the United States on which the Siding is installed. Excluded from the Settlement Class are:
 - 1.29.1.1. All persons who timely opt-out of this Settlement under Federal Rule of Civil Procedure 23;
 - 1.29.1.2. Owners of multi-family and commercial buildings;

¹ Plaintiffs’ cases, which involve siding that does not meet the Class Definition, will be negotiated separately on a non-classwide basis.

1.29.1.3. Plycem employees; and

1.29.1.4. The Judge to whom this case is assigned and any member of the Judge's immediate family.

1.30. "Settlement Class Member" means a member of the Settlement Class who has not opted out. Where the home with Siding is owned jointly, the Settlement Class Member shall comprise all persons on the title to the home. A co-owner may make a Claim or opt-out on behalf of the other owners, where he/she has the authority to do so. Otherwise, each owner must join in any submission of a Claim or opt-out.

1.31. "Settlement Fund" means the fund established under this Agreement.

1.32. "Siding" means Allura-brand fiber cement siding manufactured in Plycem's plant located in White City, Oregon, between February 1, 2014 and May 7, 2014 or manufactured in Plycem's Roaring River plant between February 1, 2014 and February 18, 2015, subject to the presumptions established in Section 7.11, below.

2. RECITALS.

2.1. Plaintiffs Dominic and Amanda Lowe filed a putative class action against Plycem in August of 2018 in the South Carolina Court of Common Pleas (Berkeley County) asserting claims for damage to their home related to the Siding.

2.2. In November 2018, Plycem removed the Lowes' action to the United States District Court for the District of South Carolina. Following removal, eleven additional cases were filed in federal courts in ten other states. Specifically, plaintiffs filed suits in: 1) the Western District of North Carolina; 2) the Southern District of Iowa; 3) the District of Kansas; 4) the Southern District of Ohio; 5) the Northern District of Georgia; 6) the District of Minnesota; 7) the District of Massachusetts; 8) the Northern District of Florida; 9) the District of Kentucky; and 10) the Northern District of New York.

2.3. All of these actions were filed against Plycem USA, LLC and Elementia USA, Inc., among others. In each of these actions, Plaintiffs alleged that Allura fiber cement siding is defective and that they have suffered property damage due to the alleged failure of the Siding to adequately perform, causing water and moisture to infiltrate their homes and damaging other portions of their homes, including framing, insulation, drywall, and interior components. Plycem disputes these allegations.

2.4. Plaintiffs sought to recover damages for themselves and for a class of homeowners who owned buildings on which the allegedly failing Siding was installed.

2.5. Plycem filed motions to dismiss and motions to compel arbitration in a number of these actions, which Plaintiffs opposed.

- 2.6. In January of 2019, one plaintiff filed a Motion to Transfer Actions to the Southern District of Ohio Pursuant to 28 U.S.C. § 1407, with the Judicial Panel on Multidistrict Litigation (“JPML”). Plycem opposed the Motion to Transfer, citing to variations in the products at issue in each case and state law. Plycem further contested Ohio as the moving Plaintiff’s proposed venue. A contested hearing was held before the JPML on March 28, 2019. On April 2, 2019, the JPML transferred all of the actions to the District of South Carolina, under the MDL name *In re: Allura Fiber Cement Siding Products Liability Litigation*, MDL No. 2886.
- 2.7. The MDL Court set hearings in June and December 2019 during which the Parties presented the merits of their claims and defenses. The Parties also discussed their intent to explore settlement of all claims in an effort to avoid protracted litigation. The Parties agreed to exchange information about the plaintiffs’ claims, and the strength of Plycem’s defenses to those claims, including the potential impossibility of securing class action treatment.
- 2.8. The Court stayed certain deadlines in the actions, with the understanding that it would supervise the Parties’ discussions toward settlement. The Parties subsequently participated in several all-day, in-person mediation sessions in Charleston, South Carolina, and also an in-person meeting in Washington, D.C., without a mediator.
- 2.9. Now, the Named Plaintiffs have evaluated the time and expense that would be necessary to prosecute these cases to final judgment, the likely delays before any judgment could be entered, and the inherent uncertainty of predicting the outcome of any complex litigation such as this. Based on their evaluation, the Named Plaintiffs have concluded that further proceedings are likely to be protracted, complex, expensive, and could have an uncertain outcome.
- 2.10. Without conceding any lack of merit of any of their claims, and assuming that the Court will certify a national settlement class, the Named Plaintiffs have concluded that it is in the best interests of the Settlement Class Members to settle these actions pursuant to the terms of this Agreement. They have concluded that this Agreement is fair, reasonable, and adequate to the Named Plaintiffs and the Settlement Class.
- 2.11. For its part, Plycem denies all allegations of fault, wrongdoing, or liability made by any plaintiff in a lawsuit, including the Named Plaintiffs. Plycem does not admit that its Siding is or was defective in any way, or caused any property damage.
- 2.12. While denying any fault, wrongdoing, or liability, and without conceding any infirmity in its defenses, Plycem considers it desirable to enter into this Agreement in order to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding with the Litigation.

- 2.13. Therefore, Plycem and the Named Plaintiffs, acting for themselves and on behalf of the Settlement Class, have reached this Agreement with the intent to conclude this Litigation on fair terms.

3. CLASS CERTIFICATION MATTERS.

- 3.1. **Class treatment.** The Parties will request the Court to certify the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3).

4. INVESTIGATION BY CLASS COUNSEL.

- 4.1. Since at least 2018, Class Counsel have conducted an extensive investigation of the facts and circumstances related to the allegations in the complaints filed in the MDL, including consulting experts, interviewing potential witnesses, conducting inspections of the properties of certain Named Plaintiffs and other Settlement Class Members, investigating Plycem's manufacturing operations, reviewing documents produced by Plycem, including warranty claims, and researching the law applicable to liability, damages, jurisdiction, and procedure.
- 4.2. As part of their evaluation, Class Counsel received from Plycem: 1) formulation logs for the Siding; 2) sales data for the years the Siding was sold; 3) inspection reports related to the Siding; 4) warranty claim files; 5) summary warranty claim information; 6) third-party audit reports and testing data.
- 4.3. Class Counsel believes the information received was sufficient to enable them to make a reasonable evaluation of the strengths and weaknesses of the claims of the Named Plaintiffs.
- 4.4. Plycem agrees to identify to Class Counsel all persons to whom it is aware the Siding was distributed (including distributors, wholesalers, retailers, builders, and any others) for the purpose of Notice.
- 4.5. Plycem further agrees to provide additional information, as necessary, upon request by Class Counsel. Plycem reserves the right to object to any such additional requests for information. The Parties agree that in the event there is a dispute as to the necessity of the requested information, they will conduct a meet and confer. Should the Parties not resolve the dispute, they may seek resolution from the Court.

5. CONSIDERATION TO SETTLEMENT CLASS MEMBERS.

- 5.1. The Parties will establish a Settlement Fund under this Agreement. The Settlement Fund will be maintained, for the benefit of Settlement Class Members, at a chartered bank or other financial institution capable of serving in this role. Plycem and Class Counsel will jointly agree on the institution. The Claims Administrator will have the right to issue checks out of the Settlement Fund.

- 5.2. Plycem agrees to make payments into the Settlement Fund, as follows:
 - 5.2.1. \$2 million, within 15 days of entry of the Preliminary Approval Order;
 - 5.2.2. \$4 million, by March 1, 2021;
 - 5.2.3. \$4 million by September 15, 2021; and
 - 5.2.3. \$2.5 million, by January 15, 2022.
- 5.3. Plycem has no obligation to make any other payments except as set forth in this Agreement.
- 5.4. The Settlement Fund is intended to be treated as a “qualified settlement fund” for federal income tax purposes, pursuant to Treas. Reg. § 1.468B-1.
- 5.5. The Settlement Fund will be used by the Claims Administrator to pay Eligible Claims. It will also be used to pay the costs of giving notice to Settlement Class Members, the costs of claims administration, including the Claims Administrator’s own operations and the fees of the Adjudicator. It will also be used to pay any award of attorneys’ fees and costs, and service fees to the Named Plaintiffs that are ordered by the Court.
- 5.6. No money may be drawn from the Settlement Fund prior to the Effective Date except to cover the cost of Notice and the Claims Administrator’s preliminary expenses. If this Agreement is not ultimately approved by the Court, neither the Named Plaintiffs, nor any putative Settlement Class Member, nor Class Counsel, or any of them, will have the obligation to reimburse Plycem for any funds already expended on the costs of Notice and the Claims Administrator’s preliminary expenses. Unspent money in the Fund must be returned to Plycem.
- 5.7. The Claims Administrator will produce quarterly reports on the operation of the Settlement Fund and provide them to Plycem and Lead Counsel.
- 5.8. The fees and expenses of the Claims Administrator and Adjudicator will be subject to Court review and approval prior to payment.

6. TREATMENT OF PAST CLAIMS MADE AGAINST PLYCEM; CLAIMS OUTSIDE THE SCOPE OF THIS AGREEMENT.

- 6.1. The following types of claims are not eligible for relief under this Agreement:
 - 1) claims that have been resolved with a final judgment or dismissal, whether or not favorable to the Claimant; 2) claims that have been settled as evidenced by a written release of Plycem; 3) claims for which a Settlement Class Member has received compensation, such as by a check that has been cashed; 4) claims for which a Settlement Class Member has received replacement siding from Plycem or any third party; 5) claims by owners of homes in the Nelliefield neighborhood

located in Berkeley County, South Carolina, and owners of homes constructed by True Homes in North Carolina, who have received or agreed to receive repairs by Plycem or True Homes or received material or a cash payment from Plycem or True Homes.

- 6.2. Notwithstanding Section 6.1, a Settlement Class Member is not precluded from submitting for consideration a new claim that is for Siding that was not the subject of a prior claim that was resolved or settled.
- 6.3. To assist the Claims Administrator and Adjudicator in applying Sections 6.1 and 6.2, Plycem will provide them with a list of all Settlement Class Members who submitted a prior claim, and a statement of the status of their claims. Plycem must produce this list within 14 days of the Effective Date. Plycem will cooperate with the Claims Administrator in providing additional information as needed.
- 6.4. Nothing in this entire Agreement diminishes or extinguishes any rights that any person may hold under a warranty issued by Plycem as to any claims or portion thereof that are not resolved under the terms of this Settlement.

7. CLAIMS PROGRAM PROCEDURES

- 7.1. The Claims Program will commence in accordance with the terms and conditions of this Agreement no later than 14 days after the Effective Date. To the extent not set forth herein, the Claims Administrator will establish all policies and procedures involved in processing claims under the terms of this Agreement, with input from Class Counsel and Plycem, but subject to the Court's oversight.
- 7.2. The Claims Administrator will maintain a full file of each claim including a record for damages to be paid under this Agreement. In this database, the Claims Administrator will provide Plycem and lead counsel with reports and information about each claim upon request.
- 7.3. All claims for damages to be paid under the Agreement must be submitted by filing a Claims Package with the Claims Administrator through the Settlement web site, by email, or via U.S. Mail or other postal service.
- 7.4. To be considered for payment, a claim must be received—either by Internet or U.S. Mail—by 6 p.m. on the final day of the Claims Submission Period. Any Claim Package received by this deadline will be reviewed by the Claims Administrator so long as it contains the basic documentation and information required by the Claim Form. The Claims Administrator will reject any Claim Package that does not meet this standard regardless of claimant circumstances.
- 7.5. **Claims Package requirements.** A Settlement Class Member must submit a complete Claims Package, which shall include the Claim Form and all supporting documentation and information listed on the Claim Form. The Claim Form is attached as Exhibit 1, to this Agreement and provides a detailed explanation of all required information and documentation, but generally requires the following:

- 7.5.1. **Biographical information:** Information regarding the Claimant.
- 7.5.2. **Claimant verification information:** Information to prove that the Claimant is entitled to assert a Claim for the house at issue—including (1) proof of ownership of the house on the date that the Claim is filed or (2) a valid assignment of the Claim to the Claimant (which is only permitted in this Agreement under Section 7.20).
- 7.5.3. **House information:** Information regarding the house on which the Siding was installed, including the identity and size of Elevations for which a Claim is made, and the date the Siding was installed.
- 7.5.4. **Photos of house:** An “overall” photo of any Elevation for which a Claim is made. (See the detailed photo rules below, Section 7.7.)
- 7.5.5. **Photos of damage:** From each Elevation, “detail” photos of any Qualifying Damage sufficient to identify how much Qualifying Damage is present on that Elevation. (See the detailed photo rules below, Section 7.7.)
- 7.5.6. **Proof of product identity:** Sufficient evidence to prove that the Siding is installed in the home. The Parties expect that most Class Members will establish the identity of the Siding by photos or purchase documents, and proof of installation date.
- 7.6. **Optional Claims Package contents.** Claims Packages may also include, as additional evidence to assist with adjudicating the Claim any other document or material the Claimant believes will assist with adjudicating his or her claim, including reports from building professionals.
- 7.7. **Detailed photo rules.** Each Settlement Class Member who submits a Claims Package must make an effort to submit photos of sufficient quality to establish the condition of the Siding, and any and all property damage, so that the claim can be evaluated. The Settlement Class Member must provide one or more photos showing each Elevation from a distance sufficient to show the entire structure, and a minimum of two photos of each claimed Elevation showing the condition of the Siding and any and all property damage. The Settlement Class Member must identify exactly what location is depicted in each photo. It is further advisable that Claimants include in each photo contain a standard sized object that can be used by the Administrator to verify the size of each elevation such as a ruler, yardstick, or other alternative object.
- 7.8. **Attestation.** In submitting a claim, Claimants must also declare under penalty of perjury that the information submitted is true and that the photos submitted are typical of the damage for which the Claimant seeks a remedy. Claimants must agree to cooperate with the Claims Administrator, and permit inspection of the house.

7.9. **Claimant's request for compensation.** On submitting a Claims Package, the Claimant must elect one of the three Options, as set forth in Section 9.

7.10. **Claims Administrator's role and responsibilities.**

7.10.1. After a claim is submitted:

7.10.1.1. The Claims Administrator must make the Claims Package—whether deemed sufficient or insufficient—available to Lead Counsel and Plycem on a private, secure platform within 10 days of a request by Lead Counsel or Plycem.

7.10.1.2. The Claims Administrator must determine whether the Claimant is a Settlement Class Member as defined by this Agreement, *i.e.*, whether the Claimant owns a home with the Siding installed. If a Claimant disagrees with the Claims Administrator's determination of his inclusion in the Settlement Class definition, the Adjudicator will resolve the dispute.

7.11. **Proof of Siding.**

7.11.1. A Claimant is presumed to have Siding on his/her home if:

7.11.1.1. the Claimant's Siding was manufactured at the Roaring River plant and installed on the Claimant's home between February 18, 2014 and September 1, 2015; or

7.11.1.2. the Claimant's Siding was manufactured at the White City plant and installed between February 18, 2014 and September 1, 2014.

7.11.2. Plycem may rebut the presumption by using identifying marks on the back of the boards.

7.11.3. Claimant may also rebut the presumption of finding that the claimed product is not the Siding with any additional information or documentation.

7.12. If the Claims Administrator determines that the Claimant owns a home clad with Siding, the Claims Administrator must then determine if the Claims Package contains the additional documentation necessary for the Adjudicator to make a decision as to the claim's eligibility under this Agreement. The Claims Administrator does not adjudicate the claim at this stage; it merely determines whether the Claims Package is sufficiently complete for the Adjudicator to

determine whether the Claimant has an Eligible Claim and if so the extent of Qualifying Damage and Replacement Area.

- 7.12.1. **Opportunity to cure Claims Package.** Every Claimant will have no more than two opportunities to cure a deficient but otherwise timely Claims Package.
- 7.12.2. If the Claims Administrator determines that a Claims Package is deficient, the Claims Administrator must send a first deficiency letter (by U.S. Mail and e-mail) to the Claimant notifying the Claimant of that fact. The letter to the Claimant must explain why the Claims Package was deficient, explain what additional material is needed, and inform the Claimant of his or her opportunity to cure the deficiency.
- 7.12.3. If the Claimant does not resolve the identified deficiencies within 15 days of the first deficiency letter, the Claims Administrator must send an additional deficiency letter. The follow-up deficiency letter must advise the Claimant that if the Claimant does not resolve the identified deficiencies within 30 days from the date of the letter, the claim will be denied. Final denial letters must be provided to Lead Counsel within 10 days of any request for copies of same.
- 7.13. **Claims Administrator's other Claims Package duties.** The Claims Administrator may contact the Claimant in connection with his or her processing and evaluation of the Claims Package, including by telephone and e-mail. It must document all communications (whether written, by e-mail, or by telephone) in the central database until the last claim is fully concluded under this Agreement.
- 7.14. **Right to deny for fraud.** After 14 days' written notice to Claimant and anyone acting on the Claimant's behalf, the Adjudicator has the authority to deny any claim where it believes the Claimant or any person acting on the Claimant's behalf has engaged in fraudulent practices, including but not limited to submitting false claims or documentation. The Adjudicator may also take actions to prevent such practices in the future. The Adjudicator must inform the Claimant and anyone acting on Claimant's behalf.
- 7.15. **No other remedy than this Agreement.** The Adjudicator may award only relief provided for by this Agreement and may not award any other relief with respect to any claim governed by this Agreement.
- 7.16. **Claim payments.** The Claims Administrator must make the initial payment of the award by the Adjudicator within 14 days of final adjudication. Any additional payment due under the award will be paid by the Claims Administrator within 14 days of satisfactory proof of completion for repair work has been reviewed and determined to be sufficient.
- 7.17. **Audits of Claims Administrator or Adjudicator; disputes over operations.**

7.17.1. The Claims Administrator's and Adjudicator's activities and records will always be open to audit by the Parties. In the event any Party believes that the Claims Administrator or Adjudicator is not properly applying the terms of this Agreement, or if there is a question concerning the application of this Agreement generally, or if there is a question with respect to an individual claim:

7.17.1.1. The objecting Party's counsel must notify counsel for the other Parties in writing.

7.17.1.2. The Parties must meet within 30 days of the written notification to resolve the concern.

7.17.1.3. If the Parties are not able to resolve the concern, the Court will do so.

7.17.1.4. Any obligation to provide payment for a disputed claim will be suspended until 30 days after the dispute is resolved. If a payment is owed, it is to be paid out within 30 days after resolution.

7.17.2. Quarterly, beginning within 90 days of the Effective Date, the Claims Administrator must file a report with the Court under seal. This report must identify each claim, whether the claim was accepted or denied, and payment provided, if any. The report must also be made available to Lead Counsel and Plycem. The last report should be served when the Claims Submission Period is closed and all pending claims have been resolved.

7.18. **Expedited claims.** In situations in which a Claimant has advertised his or her home for sale, or where the Claimant alleges property damage to the structure requiring immediate repair, the Claims Administrator and the Adjudicator must use best efforts to expedite the claim.

7.19. **Repeat claims.** A Claimant whose claim is denied may submit a new claim within six months if the Claimant alleges additional damage. The other terms of this Agreement—including the requirement that all claims must be submitted within the Claims Submission Period—still apply.

7.20. **Limited assignment of claims; assignment when house is sold.** Settlement Class Members may not assign their claims, except as follows: When a house covered by this Agreement is sold, and if there is no active Claim pending, then any rights the seller has as a Settlement Class Member automatically pass to the purchaser. If there is an active claim pending, that claim belongs to the seller. The seller may also retain the right to bring a future claim for himself or herself by making a written agreement with the purchaser that specifically describes this Agreement. Only one person—the seller or the purchaser—may recover under this Agreement, and any Siding compensated for under the terms of this Agreement shall not be the subject of any future claim.

7.21. Confidentiality.

7.21.1. All information relating to the Agreement, including Claimants' claims and the operations of the Claims Administrator and the Adjudicator, is confidential and proprietary. Only Plycem and its counsel, auditors, insurers and reinsurers, Class Counsel, the Claims Administrator, the Adjudicator, and the Court will have access to this information, and only as necessary to carry out this Agreement. A Claimant may have access to his or her own claim file.

7.21.2. The Claims Administrator must assign a manager (and disclose the identity of this person to Class Counsel) to oversee the protection and appropriate management of information, and must review its internal system to manage the protection of information to ensure performance with this Agreement.

7.21.3. The Claims Administrator must take security measures to prevent unauthorized access to information it obtains under this Agreement, as well as to prevent its loss, destruction, falsification, or leakage.

7.21.4. If the Claims Administrator outsources the handling of any information, the Claims Administrator must ensure that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information and prohibit use of information for any other purpose.

7.21.5. The Claims Administrator must respond immediately with appropriate measures when issues arise related to confidentiality of a Settlement Class Member's information.

7.22. **No liability for contractors' wrongful conduct.** Plycem and Class Counsel will not have any liability for claims of wrongful or negligent conduct by the Claims Administrator, the Adjudicator, or any of their agents, employees or contractors.

8. CALCULATING QUALIFYING DAMAGE AND REPLACEMENT AREA.

8.1. The Adjudicator will be responsible for determining:

8.1.1. The Elevations of a house, and the size of each;

8.1.2. Whether Qualifying Damage exists on each Elevation and the amount of any such Qualifying Damage in square feet;

8.1.3. The extent, if any, of the Replacement Area; and

8.1.4. Whether any installation error predominantly caused the Qualifying Damage.

- 8.2. **“Elevation.”** The identity and size of each Elevation will be determined under this procedure:
- 8.2.1. Each house has at least four Elevations.
 - 8.2.2. An Elevation is defined in Section 1.12.
 - 8.2.3. Typically, one Elevation is separated from another by an outside corner. An outside corner is a corner where the angle (measured through the air, not through the house or other structure) is greater than 180 degrees.
 - 8.2.4. All walls inside two outside corners typically constitute a single Elevation.
 - 8.2.5. The Parties recognize that it is impossible to provide a definition of “Elevation” to cover all varieties of irregular shapes of homes, and there may be instances where the preceding definition of “Elevation” does not fit and cannot apply.
 - 8.2.5.1. With respect to such instances of irregular construction, in the event the Settlement Class Member does not agree with the Adjudicator’s definition, the Settlement Class Member may discuss the matter with the Adjudicator, who must then make a good faith decision, balancing industry norms and the need to preserve adequate money in the Settlement Fund for other Settlement Class Members.
 - 8.2.6. The Elevation facing the street should be considered Elevation #1, with further Elevations being identified clockwise around the house.
 - 8.2.7. The Adjudicator may make his/her determination of an Elevation’s size based on estimates. Photographic evidence, board counts, and architectural plans all may be used as evidence of the size.
 - 8.2.8. The size of each Elevation should be reported in square feet.
- 8.3. **“Replacement Area.”** Replacement Area will be determined as follows:
- 8.3.1. For each Elevation where Qualifying Damage exists on 30% or more of the entire Elevation, then that Elevation’s Replacement Area will be the entire Elevation.
 - 8.3.2. For each Elevation where Qualifying Damage exists on less than 30% of the entire Elevation, then that Elevation’s Replacement Area will be limited to the square footage containing Qualifying Damage.
 - 8.3.3. The Adjudicator should report the Replacement Area on each Elevation, in square feet.

- 8.4. **“Installation.”** If the Adjudicator determines that installation errors predominantly caused any claimed damage, the Adjudicator shall deny that portion of the claim as to Siding not properly installed. The Claimant shall have an adequate opportunity to rebut any evidence of improper installation.
- 8.5. In determining whether Qualifying Damage was predominantly caused by installation errors, the Adjudicator may evaluate the following:
 - 8.5.1. Gapping;
 - 8.5.2. Clearance at base of house;
 - 8.5.3. If face nailed, the use of improper placement of fasteners;
 - 8.5.4. Overdriven nails occurring near Qualifying Damage;
 - 8.5.5. Improper or missing roof to wall transition flashing;
 - 8.5.6. Failure to install the Siding over a planar, rigid substrate; and
 - 8.5.7. Inadequate thickness of paint on exposed surfaces.

The Parties have reached an agreement, a copy of which is attached as Exhibit 4, on what specifically may be considered as a disqualifying installation error, and will provide such guidance to the Adjudicator.

9. **COMPENSATION.**

- 9.1. The Claimant must select one of three compensation options when submitting his/her Claims Package. Claims will be paid in order of submission.

9.1.1. **Option 1: “Replacement and Repair.”** The Class Member electing this

Option will receive:

- 9.1.1.1. \$1 per square foot towards the cost of primed fiber cement boards equal to the size of the Replacement Area;
- 9.1.1.2. \$4.75 per square foot of Replacement Area to contribute to additional repair costs, including installation labor, paint, home wrap, trim, and all other repairs and/or incidental work (“Additional Costs”);
- 9.1.1.3. an additional \$200 if the total Replacement Area is 20 boards or fewer; and

- 9.1.1.4. a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.
- 9.2. This is the procedure for this Option 1:
 - 9.2.1. Within 30 days after the adjudicator has made the determinations set forth in Section 8.1, the Claims Administrator will pay 30% of the amount of Additional Costs described above.
 - 9.2.2. The Settlement Class Member must then perform and submit proof of repairs within nine (9) months of the issuance of the initial payment, including replacing the Siding that was determined to be in the Replacement Area.
 - 9.2.2.1. In the event a Claimant demonstrates good cause, as determined by the Adjudicator, for being unable to complete repairs within nine (9) months, the Adjudicator may, in his/her discretion consider proof of repair within a twelve (12) month period following the initial payment.
 - 9.2.2.2. In the event a Claimant does not submit proof of repairs within the nine (9) month period, or if extended at the discretion of the Adjudicator for good cause shown, within the twelve (12) month period, the Claimant will waive and forfeit any claim for payment of repairs. The forfeited payment will be available to the fund to compensate other Claimants.
 - 9.2.3. The Settlement Class Member must provide proof of repair to the Claims Administrator, who must promptly review the proof and accept or deny it.
 - 9.2.4. Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs
- 9.3. **Option 2: “Quick Cash Option.”** The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage. The Claims Administrator will pay 100% of the amount within 30 days of final approval of the Claim. This option provides compensation solely for Siding exhibiting Qualifying Damage.
- 9.4. **Option 3: “Cash Option with Proof of Repair.”** This option is only available for claims with Qualifying Damage that does not exceed 30% of an Elevation. Under this option, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval. If the Settlement Class Member then provides sufficient proof of repair for the entire Elevation, the

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

- 9.5. As to Options 1 and 3, which require proof of repair, the Claimant must submit that proof to the Claims Administrator withing the time limitation as set forth in section 3.2.2 and its accompanying subsections. Proof can be made by invoices, photos, or other reasonable evidence.
- 9.6. The Claims Administrator's review is intended to be limited and expeditious. In the event of a denial, the Claimant may appeal to the Adjudicator from a denial of a claim within 15 days from the Date of Denial, or submit further proof to the Claims Administrator from a denial of a claim related to proof of repair within 15 days from the Date of Denial. Denial notices may be sent via email to the email address provided in the claim process.

10. ATTORNEYS' FEES AND INCENTIVE PAYMENTS TO NAMED PLAINTIFFS.

- 10.1. Class Counsel will make an application for an award of attorneys' fees and litigation costs in this Action to be paid exclusively out of the Settlement Fund. The Court will determine the amount to be paid to Class Counsel for their work and their expenses. Class Counsel must file the application for fees and costs within twenty days of entry of the Preliminary Approval Order of the Settlement.
- 10.2. Plycem has agreed not to oppose an award of attorneys' fees and litigation costs of more than 33% of the total value of the Settlement, which includes the value of the Settlement Fund.
- 10.3. **Service award.** The Parties recognize that the Named Plaintiffs have served the Settlement Class, including by: participating at the pleading stage, providing evidence and samples of Siding for analysis, permitting inspections, participating in individual discovery, and participating in the settlement process. Thus, Named Plaintiffs who are Settlement Class Members may apply for a \$5,000 service award. This service award, if approved, will be paid over and above the value of their Claim and will be paid out of the Settlement Fund. A maximum of one service award per qualifying house will be paid.

11. THE PRELIMINARY APPROVAL ORDER.

- 11.1. The Parties will submit this Agreement to the Court within ten days of signing it; and
- 11.2. The Parties will request that the Court enter the Preliminary Approval Order.

12. NOTICE OF PROPOSED SETTLEMENT.

- 12.1. The Parties agree that reasonable notice of this Agreement, consistent with law, including the Due Process requirements of the United States Constitution, must be given to the members of the Settlement Class.
- 12.2. The Parties have developed a notice plan with the prospective Claims Administrator as described in Exhibit 5.
- 12.3. Notice will be targeted to homeowners, and specifically, to homeowners where the greatest concentration of Siding was sold; to homeowners where Plycem has received its greatest concentration of warranty claims; and to owners of houses known or suspected to have been built with the Siding. Notice will also be targeted to participants in the supply chain (distributors, retailers, builders).
- 12.4. The Parties have agreed to engage the Claims Administrator to give notice to the Settlement Class. The cost of the Claims Administrator's notice activities will be paid out of the Settlement Fund.
- 12.5. Additionally, any Party may also engage in any effort of its own, at any time, to give additional notice, at its own expense.
- 12.6. Notice will be given over an appropriate time, with two overlapping goals: (1) the intent to maximize Settlement Class Members' right to be heard prior to the Agreement's Effective Date, including through objecting or seeking exclusion, and (2) the intent to ensure continued notice throughout the Claims Submission Period so that Claimants whose claims arise in the future are reminded of and remain aware of the availability of benefits under this Agreement.
- 12.7. Lead Counsel and Plycem may confer on the notice plan and make adjustments as necessary, so as to learn from the response rates to various forms of notice.
- 12.8. **Summary notices by publication.** A summary notice (print, media, and internet), a copy of which is attached as Exhibit 6, will be published as approved by the Court.
- 12.9. **Long-form notice by mail to Settlement Class Members.** A long-form notice, a copy of which is attached as Exhibit 7, will be mailed, first class postage prepaid, to each ascertainable member of the Settlement Class identified by the Parties through reasonable efforts, including all Settlement Class Members who have submitted a warranty claim for the Siding in the past. The long-form notice will also be mailed to all known distributors of the Siding, retailers and dealers selling the Siding, and homebuilders who are believed to have used the Siding. Plycem will provide Lead Counsel with this information (see Section 4.4).
 - 12.9.1. **Undeliverable mail.** The Claims Administrator will promptly log each long-form notice that is returned as undeliverable and make the log available to Lead Counsel and Plycem. The Claims Administrator will

take reasonable steps to update undeliverable addresses, including the National Change of Address Database or other reasonable means, and send a second copy of the long-form notice. If any long-form notice is returned as undeliverable a second time, no further mailing is required.

- 12.10. **Notice by e-mail to homeowners and homebuilders.** Using all information available to Plycem and Lead Counsel, the Claims Administrator will take reasonable steps to send an e-mail directly to known Settlement Class Members, homebuilders, installers, and suppliers who may have used the Siding. The e-mail will inform them of this Agreement and direct them to the Settlement's web site for more information. The e-mail will appear in a form similar to Exhibit 8.
- 12.11. **Notice by mail to entities in the distribution chain.** The Claims Administrator, using the information made available by Plycem and Lead Counsel, will send written notices to all known entities in the distribution chain for Siding (distributors, retailers, builders).
- 12.12. **Web site.** As soon as practicable, the Claims Administrator will publish a web site regarding this Settlement, the contents of which will be approved by Lead Counsel and Plycem. The address for the web site is to be simple and easy for homeowners to remember and enter and must be included in published notices. The web site will provide: (1) generalized information about the Agreement, its scope, and its remedies; (2) deadlines for opting out of or objecting to the Agreement, and the dates of relevant Court proceedings, including the Final Approval Hearing; (3) information on making a Claim, including access to the Claims Package database; (4) the phone number established under Section 12.15; and (5) relevant legal documents like this Agreement and settlement notices. The web site is to remain active for one year after the Claims Submission Period.
- 12.13. **Internet advertising.** As part of the notice plan, the Claims Administrator will run advertising on web sites and Internet ad platforms similar to Google and Facebook. The advertising will be targeted to reach members of the Settlement Class and entities in the distribution chain (distributors, retailers, builders). The advertising will direct viewers to the Settlement's web site. Search keyword advertising may also be used.
- 12.14. **Press releases,** will be released through PR Newswire.
- 12.15. **Call center.** As soon as practicable, the Claims Administrator will set up a call center. The number for the call center will be included in the published notices. The call center will: (1) receive requests for any materials described in this Section or available on the Settlement web site; (2) provide information on deadlines to opt-out, object, file a claim, and relevant Court proceedings; and (3) mail requested materials to Settlement Class Members. The toll free number will be maintained until six months after the expiration of the Claims Submission Period.

- 12.16. At least 7 days before the Final Approval Hearing, the Claims Administrator will file proof, by declaration, that it has implemented the notice plan described in this Section 12 as approved by the Court.
- 12.17. **Reports on the Claims Administrator's activities.** The Claims Administrator will make periodic reports available to Lead Counsel and Plycem that show: calls and inquiries made to the call center; logs of mail received, requested, and sent out; detailed activities on the Settlement web site; and the response rates to all notice activities.
- 12.18. **Plycem's own web site.** Plycem will also include, in the pages of its web site that deal with warranty claims for Siding, information about the benefits available under this Agreement, and a link to the Settlement's web site. This information will be included on Plycem's web site as soon as practicable and until the expiration of the Claims Submission Period.
- 12.19. The Claims Administrator will also act on behalf of Plycem, to fulfill its obligation under the Class Action Fairness Act, 28 U.S.C. § 1715(b), to send required materials to the appropriate federal and state officials designated in that Act.

13. SETTLEMENT CLASS MEMBERS' RIGHT TO BE EXCLUDED AND TO OBJECT.

- 13.1. A Settlement Class Member may seek exclusion from the Settlement Class ("opt-out") or may object to the Agreement. In the event that there is more than one owner of a home, all owners listed on the title must sign the request for exclusion unless one owner has authority to sign such request on behalf of the other owner(s).
- 13.2. In seeking a Preliminary Approval Order of this Agreement, the Parties will request that the deadline for seeking exclusion and for objecting be set for 60 days after the notice plan established in Section 12 begins. The Court will set the exact deadline ("Exclusion or Objection Deadline").
- 13.3. **Seeking exclusion ("opting out").** To be excluded, a Settlement Class Member must fully complete the Opt-Out Form, Exhibit 2 to this Agreement, and send it using the directions on the form. Opt-Out Forms must be actually received to be effective.
- 13.4. Any Settlement Class Member who has not sent a completed Opt-Out Form will be bound by this Agreement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt-out of this Agreement is not entitled to a remedy under this Agreement and is not affected by this Agreement.
- 13.5. Any Settlement Class Member who submits a valid Opt-Out Form will not be permitted to object to the Agreement.

- 13.6. Class Counsel have the right to contact persons who submit Opt-Out Forms.
- 13.7. Within 7 days after the Exclusion or Objection Deadline, Lead Counsel will e-mail Plycem a copy of all Opt-Out Forms so that Plycem may consider whether to exercise its right to terminate under Section 18.4.
- 13.8. **Objecting to the Settlement.** A Settlement Class Member may object to this Agreement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Court, Lead Counsel, and Plycem's counsel. Information on the objection procedure will be provided in the long-form notice and on the Settlement's web site. To be valid, an objection must: (1) bear the signature of the Settlement Class Member (even if represented by counsel); (2) contain the Settlement Class Member's current address, phone number, e-mail address, and the address of each house that may contain Siding; (3) state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing; **AND** (4) meet the Exclusion or Objection Deadline set by the Court. If the Settlement Class Member is represented by counsel, the objection must also be signed by the attorney who represents the Settlement Class Member.
- 13.9. Objections sent by any Settlement Class Member to incorrect locations will not be valid.

14. FINAL JUDGMENT OF DISMISSAL.

- 14.1. At least 14 days before the Final Approval Hearing, the Parties will file a joint motion, requesting that the Court grant final approval of this Agreement and enter a Final Approval Order and Final Judgment.
- 14.2. If the Court grants final approval, the Final Approval Order must:
 - 14.2.1. State that the Agreement is fair, reasonable, and provides an adequate remedy for the members of the Settlement Class, and state that the Agreement comports with Fed. R. Civ. P. 23.
 - 14.2.2. Find that the notice plan in this Agreement fairly and adequately informed Settlement Class Members of all material elements of this Litigation, and constituted sufficient notice to them under the law.
 - 14.2.3. Order that the Agreement be implemented.
 - 14.2.4. Dismiss all the actions of the Named Plaintiffs in MDL No. 2286 with prejudice.
 - 14.2.5. State that each Settlement Class Member is deemed to have given the Release described in Section 15.

14.2.6. Approve whatever award of attorneys' fees and expenses for Class Counsel, and service awards to Named Plaintiffs, the Court finds appropriate.

14.2.7. Retain jurisdiction over performance and administration of the Agreement.

14.2.8. Permanently bar and enjoin Settlement Class Members with Eligible Claims from asserting such claims directly or indirectly against the Released Persons (as defined in this Agreement).

15. RELEASE.

15.1. "Released Persons" means Plycem, as it is defined in Section 1.215, and Plycem's past, present and future affiliates, related entities, parent companies, subsidiary companies, divisions, and each of their respective predecessors, successors, officers, directors, managers, employees, trustees, fiduciaries, administrators, agents, representatives, principals, accountants, counsel, auditors, insurers, and reinsurers.

15.2. "Releasing Parties" means all Settlement Class Members who do not properly seek exclusion from this Agreement under Section 13.

15.3. The Settlement Class intends to compromise all claims and causes of action that were asserted, or that could have been asserted, in the Litigation against Plycem, relating to the Siding, and the Released Persons, while reserving all the claims and causes of action that its members have against the persons and entities that built the homes with the Siding and against the persons who installed the Siding.

15.4. **Operative release clause.** Upon the Court's entry of the Final Approval Order, all Releasing Persons will be conclusively deemed to have released and forever discharged (as if by an instrument under seal, without further act by any person, and upon good and sufficient consideration), on behalf of themselves and their agents (including homeowner associations or similar entities), heirs, executors and administrators, successors, attorneys, representatives, and assigns, the Released Persons, from each and every claim of liability, including damages or relief under federal law or the law of any state or local government, which arises out of the purchase, installation, and/or use of the Siding, including without limitation all claims or liability on account of or related to damage caused by the Siding as alleged or as could have been alleged in the complaints in the Litigation.

15.5. **Types of damages released.** The Releasing Parties expressly release all claims for penalties, consequential damages, punitive damages, exemplary damages, statutory damages, special damages, damages based upon a multiplication of compensatory damages, court costs, or attorneys' fees or expenses.

- 15.6. **Waiver of future claims.** This release includes all claims that the Settlement Class Members have or may hereafter discover related to the Siding including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally and forever settled and released any and all such claims, injuries, damages, or facts whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of different or additional facts. The Settlement Class Members will be deemed by the operation of the Final Approval Order to have acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement of which the releases herein are a part. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have related to matters arising from or in any way related to, connected with, or resulting from the claims asserted, or which could have been asserted, in the Litigation.

Notwithstanding the foregoing it is expressly not the intent of this Settlement Agreement to modify or waive any rights that a Party may have under any applicable warranty issued by Plycem as to any claims or portion thereof that are not resolved under the terms of this Settlement.

- 15.7. **Treatment of non-parties.** It is the intent of the Parties that no Releasing Party can recover, directly or indirectly, any sums for claims released by operation of this Agreement from the Released Persons, other than the compensation received under this Agreement. Therefore, none of the Released Persons will have any obligation to make any payments to any non-parties by way of contribution or indemnification or otherwise relating to the same Qualifying Damage for which a Releasing Party was eligible to receive a remedy under this Agreement.
- 15.8. Pursuant to the South Carolina Contribution Among Tortfeasors Act, Releasing Parties agree that in any action brought by a Releasing Party against any non-party arising out of or related to the same damage that gave rise to the Releasing Party receiving a remedy under this Agreement, the Releasing Party agrees that he will reduce or remit any judgment against the non-party by the percentage, amount, or share necessary under applicable law to fully discharge and relieve the Released Person of liability to the non-party for claims for contribution and indemnification, or otherwise.
- 15.9. The Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Civil Code §§ 877 and 877.6 and comparable laws in other states, that the Parties will cooperate fully in any effort of the Released Persons to establish such good

faith settlement before any court (including, without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Released Person) and that all payments made under this Agreement relate to claims arising out of or related to the Siding.

15.9.1. If notwithstanding the intention of the Parties expressed therein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties will be deemed to have and do hereby transfer and assign to Released Persons all claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of this Section.

15.9.2. Class Counsel must cooperate with the Released Persons to ensure that the releases set forth in this Section are given their full force and effect and that Releasing Parties comply with their obligations set forth in this Agreement.

15.10. In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor” (or any other like provision of law) in connection with the Siding, the Releasing Parties now expressly waive the provision of California Civil Code § 1542 (and all other like provisions of law) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties assumes the risk that facts additional, different, or contrary to the facts, which each believes or understands to exist, may now exist or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary facts will not limit, waive, or reduce the foregoing release.

15.11. **Preservation of governmental claims.** Notwithstanding the general terms of the release, nothing in the release should be construed to limit a state or governmental entity’s ability to bring, continue, obtain judgment in, or enforce judgment in a law enforcement action against Plycem when such action is based on or arises out of the events and circumstances that form the basis of this case.

15.12. **Matters not released.** Notwithstanding any other clause, the Releasing Persons do not release the Released Persons from any claim not expressly released as stated in this Agreement. Also, the Releasing Parties specifically reserve any and all other claims and causes of action against any installers of the Siding, but only in their role as installers, not sellers.

16. EXCLUSIVE REMEDY; DISMISSAL OF LITIGATION; CONTINUING JURISDICTION OF COURT.

- 16.1. The exclusive remedies for all Settlement Class Members' claims that are released pursuant to this Agreement are the compensation options specified in this Agreement, and any remedies available under active Plycem warranties that remain available to the Settlement Class Members.
- 16.2. When the MDL Court has entered its Final Approval Order for this Agreement, each Settlement Class Member who has not properly sought exclusion from the Agreement will be barred from initiating, asserting, or prosecuting any legal claim against Plycem where the subject matter of the claim is within the scope of this Agreement.
- 16.3. Upon the entry of the Final Approval Order, each of the actions brought by Named Plaintiffs will be dismissed with prejudice.
- 16.4. The MDL Court is the exclusive forum for any person to seek to enforce this Agreement.
- 16.5. The MDL Court will also hear disputes regarding the costs or expenses incurred by the Claims Administrator or the Adjudicator. Only Named Parties have standing to raise such challenges.

17. WIND-DOWN OF SETTLEMENT FUND.

- 17.1. After the end of the Claims Submission Period, and after the resolution of all costs and expenses incurred, the Claims Administrator shall seek permission from the MDL Court to return any funds remaining in the Settlement Fund to Plycem after each Named Party has had the right to be heard.

18. OTHER TERMS AND CONDITIONS.

- 18.1. **Not effective until Effective Date.** This Agreement and the obligations of the Parties under this Agreement are expressly conditioned upon the occurrence of the Effective Date.
- 18.2. **Unenforceability or failure of Agreement; outcome.** In the event that this Agreement does not become effective for any reason, this Agreement will become null and void and of no further force and effect. The Parties and Settlement Class Members will be restored without prejudice to their respective positions as if the Agreement and any application for its approval by the MDL Court had not been made or submitted. Notwithstanding the foregoing, in the event that the MDL Court should refuse to approve any material part of this Agreement or if, on appeal, an appellate court fails to affirm the Judgment entered pursuant to this Agreement, then the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Agreement as so amended. All amounts paid by Plycem under Section 5 will be returned to Plycem, except for

amounts approved by the Court for the cost of giving notice and the preliminary work of the Claims Administrator. This Agreement does not become null and void under this Section just because one of the following occurs: (1) the Court awards a lower service award to a Named Plaintiff than sought; (2) the Court awards less in attorneys' fees, costs, and disbursements to Class Counsel than sought; (3) an appellate court reverses or lowers any such award.

- 18.3. **No admission of liability.** The Parties have agreed that the fact that this Agreement has been reached does not constitute any admission of Plycem's liability.
- 18.4. **"Blow provision."** If the number of opt-outs from the Settlement that are received from Settlement Class Members during the Opt-Out Period exceeds the number agreed to in writing by the Parties ("the Opt-out Number"), then Plycem will have the right, at its option, to terminate the Settlement. Plycem shall advise Class Counsel and the Court, in writing, of this election within ten (10) business days of receiving the list of opt-outs. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit or proceeding.
- 18.5. **Companies' warranty of authority to execute.** Plycem represents and warrants that: (1) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated within; (2) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (3) its signatories to the Agreement have full authority to sign on behalf of and to bind Plycem to its terms; and (4) this Agreement has been duly and validly executed and delivered by Plycem and constitutes its legal, valid, and binding obligation.
- 18.6. **Named Plaintiffs' warranty.** Counsel for the Named Plaintiffs represent that they have been fully authorized to execute this Agreement on behalf of their clients.
- 18.7. **Full cooperation.** Plaintiffs, Plycem, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute any further documents that are reasonably necessary to carry out this Agreement.
- 18.8. **Succession.** This Agreement will be binding upon and inure to the benefit of the Parties to this Agreement and to all members of the Settlement Class and their respective agents, heirs, executors, administrators, successors, or assigns. Section 7.20 (regarding Settlement Class Members' limited right to assign their claims) controls over any conflict in this Section.
- 18.9. **Entire agreement; integration clause; modification in writing only.** This Agreement is the entire agreement of the Parties with respect to the subject matter thereof. This Agreement is not subject to any condition not expressly provided for

herein, and there are no collateral or oral agreements relating to the subject matter of the Agreement. In entering this Agreement, no Party is relying on any promise, inducement, or representation other than those set forth in the Agreement. Any modification to this Agreement must be in writing, signed by counsel for each of the Parties.

- 18.10. **Exhibits incorporated.** The exhibits attached to this Agreement are integral parts of the Agreement and incorporated within.
- 18.11. **Applicability of waivers of rights.** The waiver by any party to this Agreement of any breach of its terms should not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.
- 18.12. **Form of execution.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute one Agreement, regardless of whether all Parties signed the same counterpart. The Agreement does not take effect until all Parties have executed at least one counterpart.
- 18.13. **Choice of law.** This Agreement will be governed by the laws of the State of South Carolina, without regard to any of its conflict of laws principles.
- 18.14. **Headings.** Any headings, subheadings, or titles in this Agreement are for convenience only and do not have any legal effect.

WHEREFORE, the undersigned have executed this Agreement on behalf of their clients:

Harper T. Segui

HARPER T. SEGUI
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EXHIBITS

- | | |
|-----------|--|
| Exhibit 1 | Claim Form with List of Information Needed for Claims Package |
| Exhibit 2 | Form to request exclusion from Agreement (the “Opt-Out Form”) |
| Exhibit 3 | Order of Preliminary Approval of Settlement |
| Exhibit 4 | Agreed Guidance Regarding Installation Requirements |
| Exhibit 5 | Declaration describing Notice Plan |
| Exhibit 6 | Summary notice to Settlement Class Members for publication in print, media, and Internet |
| Exhibit 7 | Long-form notice to Settlement Class Members |
| Exhibit 8 | E-mail notice to homeowners and homebuilders |

EXHIBIT 1

Claim Form with List of Information Needed for Claims Package

Your claim must
be received by 6
p.m. on

XXXXXX XX, 2021

**U.S. DISTRICT COURT FOR THE DISTRICT OF SOUTH
CAROLINA**

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION,
MDL No. 2886, CASE No. 2:19-MN-2886-DCN

PLY

PLYCEM FIBER CEMENT SIDING CLAIM FORM

INSTRUCTIONS

Please read these instructions carefully. If you need assistance completing the Claim Form, please visit www.PlycemSidingSettlement.com and go to the FAQ page, or reference the Notice available on the Important Documents page. If you still have questions, you may send an email to the Claims Administrator at: Info@PlycemSidingSettlement.com.

Deadline and Submission Method. Claim Forms must be either submitted online, via email or printed, mailed and **postmarked by** no later than **XXXXXX XX 2021**.

Eligibility. The Settlement will provide a settlement benefit as described below if you own a single-family home with Allura-branded lap siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015 ("the Siding"), that experienced Qualifying Damage, which is defined as cracking, bowing, shrinking, warping, breakage, or gapping (greater than 3/16") and, if available, evidence of the alleged property damage resulting from such failed Siding, including damage under the weather barrier.

Eligible claimants can choose between three compensation options: 1) a repair and replacement option that provides compensation for replacement siding and \$4.75/square feet for additional costs for installation labor, paint, home wrap, trim, and other installation-related work ; (2) a quick cash option that provides \$4.25/square foot for areas exhibiting Qualifying Damage; or (3) a cash option that provides additional compensation for labor upon proof of repair. This third option is only available for claims with Qualifying Damage that does not exceed 30% of an elevation.

Under the first option, repair costs include installation labor, paint, home wrap, trim, and all other repairs and/or incidental work. If 30% or more of an Elevation has Qualifying Damage, replacement of the entire Elevation will be covered under this option. If the Replacement Area is 20 boards or fewer, Claimants will receive an additional \$200.00. Claimants will receive a paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

Under the third option, eligible claimants receive \$4.25/square foot of Qualifying Damage within 30 days after final approval of the claim, plus \$4.25/square foot of the remaining portions of the elevation within 30 days after final approval. A complete description of the three options is set forth in the Settlement Agreement.

Unless you request exclusion from the class as explained in the Class Notice, you will be bound by the Settlement Agreement and Release and the Final Judgment even if you do not submit the Claim Form.

You must fill out and submit a complete and accurate Claim Form **postmarked by XXXXXXXX XX, 2021**. If your Claim Form is incomplete, contains false information, or is not timely, your claim will be rejected, and you

will waive all rights to receive a payment under this Settlement. The Claims Administrator may contact you to request more information to verify your claim.

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

Name

Co-Owner's Name

Street Address

City

State

Zip Code

Daytime Phone

Alternate Phone

Email Address

YES / NO

Do you consent to receive official information about the claim via email?

BENEFIT SELECTION

(select **ONE** of the three benefits below)

☐

or

☐

or

☐

Replacement and Repair: Claimants will receive \$1.00 per square foot of Replacement Area for replacement siding and \$4.75 per square foot of Replacement Area to contribute to additional repair costs. Within 30 days of final approval of the Claim, the Claims Administrator will pay 30% of the total compensation available under this option. Within 30 days after proof of repair is accepted by the Claims Administrator, the Claims Administrator will pay the remaining 70% of Additional Costs.

Quick Cash Option: This Option provides compensation solely for Siding exhibiting Qualifying Damage and not the 30% or greater Elevation Replacement Area. The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage within 30 days of final approval of the Claim.

Cash Option with Proof of Repair: This Option allows a Settlement Class Member with Qualifying Damage that does not exceed 30% of an Elevation to be reimbursed for an entire Elevation upon proof of repair of the entire Elevation. Specifically, the Claims Administrator will pay \$4.25 per square foot of Qualifying Damage within 30 days after final approval of the Claim, and \$4.25 per square foot of the remaining portions of the Elevation.

Original Owner or Permitted Transferee:

Do you currently own the property on which the Siding is installed?	YES		NO
---	------------	--	-----------

If you answered NO:

Did the current owner of the property assign the rights recover under this settlement to you? If so, please enclose the agreement memorializing such assignment?	YES		NO
--	------------	--	-----------

What was the approximate installation date (month/year) of the Fiber Cement Siding on your property?		/	
	Month		Year

AMOUNT OF SIDING INSTALLED / DAMAGED ON PROPERTY

Total Square Footage of each structure on the property with Siding (outside footprint if known; if not, interior square footage)

Total square feet or quantity of Siding on each elevation:

North

South

East

West

Total Square feet or quantity of Siding that is damaged:

Total square feet or quantity of damaged Siding on each elevation:

North

South

East

West

The number of stories the property has:

QUALIFYING DAMAGE

For each elevation, please provide the number of boards you are claiming has Qualifying Damage:

	Cracking	Bowing	Shrinking	Warping	Breakage	Gapping
North						
South						
East						
West						
Other						
TOTAL						

DOCUMENTATION OF INSTALLATION CONDITIONS AT OR NEAR QUALIFYING DAMAGE

Where possible, please include photographs of the following conditions with photographs of Qualifying Damage:

- Distance between cracking and windows, trim, and doors;
 - Exposed Fasteners;
 - Sealant between boards and trim; and
 - End of each board where Qualifying Damage is sought.
-

Required Documentation

PLEASE CHECK OFF EACH BOX BELOW TO INDICATE WHETHER YOU ARE ENCLOSING THE DOCUMENT(S) DESCRIBED BY THE LANGUAGE NEXT TO EACH BOX. YOU MAY HAVE DOCUMENTS THAT SATISFY MORE THAN ONE BOX; IF SO A SINGLE COPY OF THE DOCUMENT IS SUFFICIENT.

☐ Documentation of product identification.

Acceptable documentation, would include reliable and contemporaneous documentary proof of purchase and installation of the Siding, such as an invoice or a purchase order from the supplier, builder or another third-party; or a prior communication from Allura (e.g., where a prior warranty claim has been made), which confirms that the Siding on the structure is Allura Fiber Cement Siding. In some cases, photographs of the siding may be sufficient to establish that the Siding installed on the property is Allura Fiber Cement Siding. Bids and estimates are not acceptable.

☐ Documentation of date of manufacture, purchase, or installation.

If the product identification documents do not show a manufacture, purchase, or installation date, then other documentation that may show the date of installation would include: a dated receipt for purchase of the Siding; an invoice for installing the Siding from a third-party; a certificate of occupancy or final building inspection; a Building Permit; or a photograph of the back of the siding which indicates a date of manufacture. The Building Permit should be available by contacting your local township or municipality's building department. Bids and estimates from third-parties for siding installation are **not** acceptable.

☐ Documentation of elevation and quantity of Siding boards where Qualifying Damage is being sought in order to determine Replacement Area eligibility.

Acceptable documentation would be the original receipt showing the date and quantity of materials purchased, or the contractor's invoice at the time of application. Photographs of the building sufficient to establish the size of the area covered by Siding may be accepted if other documentation is not available, along with the square footage of the home.

☐ Documentation of Qualifying Damage.

Please submit photographs in each category specified below.

☐ In general, try to ensure the photographs are of sufficient quality to establish the condition of the Siding, which would allow the Claims Administrator to evaluate whether and how much of your Siding has Qualifying Damage pursuant to the Agreement, and to determine the nature and extent of any affected areas. It is further advisable that Claimants include in each photo contain a standard sized object that can be used by the Administrator to verify the size of each elevation such as a ruler, yardstick, or other alternative object.

☐ **General** photographs of: (1) house number for address identification; (2) the entire structure (each elevation) from the ground level; and (3) the entire front of the structure from a distance.

☐ **A minimum of two** photographs of each wall of Siding where Qualifying Damage is being claimed. Such photographs should include close-up photographs of any condition being claimed as Qualifying Damage.

PHOTOGRAPHING THE DAMAGE:

In addition, provide photographs using the measurement scale on this form. The scale is located on the last page of this form. The settlement defines Qualifying Damage in part by reference to the amount of cracking, bowing, shrinking, warping, breakage, or gapping. The shrinkage refers to the joint where the ends of two boards meet on a wall or where the board abuts or ends against a window frame, doorframe or trim. Use the 3/16" scale mark to measure shrinkage at the point where boards meet. Use the 5/16" scale to measure shrinkage at places where windows, door or trim meet the boards. The 1/2" scale mark on this form should be used to measure the warping and buckling of the board. To photograph cracking or delamination you do not need to use the scale, but only take pictures of the cracked or delaminated portion of the siding.

The easiest way to see these scales is to hold the scale (or a photocopy of the scale) directly adjacent to the area of shrinking or warping/buckling and take a picture. If it helps, tape the scale to a firm surface, like a piece of cardboard. You can also use a ruler or any other clearly marked measuring device. You can ask a local contractor to assist you.

REPAIR / REPLACEMENT HISTORY:

Have you repaired or replaced any Siding? Yes/No

If you answered yes, describe the repairs made below, including the date of repair:

IV. VERIFICATION AND ATTESTATION UNDER OATH

By signing below and submitting this Claim Form, I hereby swear under oath that I am the person identified above and the information provided in this Claim Form is, to the best of my knowledge, true and correct, and that I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

Your signature

Date: _____
MM DD YYYY

EXHIBIT 2

Form to Request Exclusion from Agreement (the “Opt-Out Form”)

Exhibit 2

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

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

This Document Applies to: All Cases

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

MDL No. 2886

Honorable David C. Norton

OPT – OUT FORM

I hereby request that I be excluded from the Settlement Class in In re: Allura Fiber Cement Siding Litigation, MDL No. 2886, on behalf of myself and any other co-owner named below. I understand that by excluding myself from the settlement, I will not receive any benefits from the settlement. **I understand that if any other person is a co-owner of the home with the Siding that co-owner must sign this form or I must have authority to sign for him/her.**

Name and Address of person completing this Opt-Out Form Is

Telephone Number

Email Address

Signature(s)

Names and addresses of any co-owners of the home on which the Siding is installed. (If you own more than one home on which the Siding is installed, please identify that home by its address as well.)

Address of Class Member's Home on which the Siding is Installed

When was Siding Installed on the Home

Exhibit 2

AMOUNT OF SIDING INSTALLED ON PROPERTY:

For each structure on the property with Siding installed, list:

☐ Total square feet of the structure _____

Exhibit 2

- ☐ Total stories of the structure _____
- ☐ Total square feet of Siding installed _____
- ☐ Total square feet of Siding damaged, if any _____
(Attach additional pages, if necessary)

DESCRIPTION OF ALL DAMAGE:

Name and Address of Attorney For Class Member Who Is Opting Out, If Any

Telephone Number

Email Address

Attorney Signature, If Any Attorney

CERTIFICATION THAT THE PARTY OPTING OUT IS THE SOLE OWNER OF THE HOME WITH SIDING OR HAS AUTHORITY TO OPT OUT ON BEHALF OF ALL CO-OWNERS OF THE HOME WITH SIDING.

Signature(s)

EXHIBIT 3

Order of Preliminary Approval of Settlement

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

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

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

MDL No. 2886

Honorable David C. Norton

**[PROPOSED] ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS,
GRANTING PRELIMINARY APPROVAL OF SETTLEMENT, AND APPROVING
DISTRIBUTION OF CLASS NOTICE**

WHEREAS, the Court has reviewed and considered the Motion for Preliminary Approval of Proposed Settlement, by which Settlement the Parties intend to resolve the claims of a proposed class of homeowners whose homes are clad with Allura Siding made with fly ash;

WHEREAS, a Settlement Agreement entered into as of October 12, 2020 sets forth the terms and conditions of Settlement,

WHEREAS, this Court has fully considered the record created prior to the parties reaching a Settlement, and has considered all the papers submitted in support of the Settlement, namely the claim form, opt-out form, agreed guidance regarding installation requirements, notice documents, and press release regarding the Settlement Agreement;

WHEREAS, the Court is satisfied that the Settlement could be approved at a final hearing after due notice to the class, and that the proposed class could be certified for settlement purposes,

IT IS THIS ____ day of _____, 2020, ORDERED that the Settlement is PRELIMINARILY APPROVED, but is subject to further consideration at the Final Approval Hearing provided for below. The Court further finds and orders as follows.

PRELIMINARY APPROVAL OF SETTLEMENT

1. Unless otherwise indicated, all terms in this Order shall have the same meaning ascribed to them in the Settlement Agreement before the Court.

2. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this district in light of the Judicial Panel on Multidistrict Litigation designating the Court as a transferee court of actions relating to Allura Siding.

3. The Court has personal jurisdiction over the named Plaintiffs, Settlement Class Members, and Defendants Plycem USA LLC and Elementia USA, Inc.

4. The Settlement was the result of the parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm's-length negotiations with the aid of an experienced mediator and without collusion.

5. The extensive proceedings that occurred before the Parties reached the Settlement Agreement gave counsel opportunity to adequately assess the strengths and weaknesses of the claims of the proposed Settlement Class Members, and thus to reach a resolution in a way that adequately accounts for those strengths and weaknesses.

6. The Court has reviewed the Claims Program Procedures and Compensation set forth in Sections 7 and 9 of the Settlement Agreement and finds that they appear fair, reasonable and adequate to provide compensation to Settlement Class Members, taking into account the risks of litigation and the ability of Settlement Class Members to pursue claims against builders and contractors who installed the Siding. The Court further finds that the Claims Program Procedures appear fair based on the posture of the case, the extent of discovery that has been conducted, the circumstances surrounding the negotiations, and the experience of counsel in the area of class action litigation.

7. The Settlement is adequate considering the relative strength of the Plaintiffs' case on the merits, the existence of difficulties of proof or strong defenses the Plaintiffs are likely to encounter if the cases go to trial, and the anticipated duration and expenses of additional litigation.

8. The Settlement falls well within the range of reason. The Settlement has no obvious deficiencies. The proposed Settlement does not unreasonably favor the Named Plaintiffs or any segment of the proposed Class.

9. Because the Settlement meets the standards for preliminary approval, the Court preliminarily approves all terms of the Settlement, including the Settlement Agreement and all of its exhibits.

10. The Parties shall begin execution of the terms of the Settlement Agreement, and shall proceed to prepare for a final approval and fairness hearing.

CONDITIONAL CERTIFICATION OF CLASS

11. The proposed Settlement Class meets the requirements of Rule 23(a).

a. there are tens of thousands of members of the Class situated across the United States, satisfying numerosity there are common issues of law and fact for the Settlement Class Members, including whether:

- i. the Siding is defective;
- ii. Plycem knew or should have known about the alleged defective condition of the Siding;
- iii. Plycem concealed and/or failed to disclose the alleged defective condition of the Siding to consumers, and their installers and builders;
- iv. The Limited Warranty issued by Plycem for the Siding requires arbitration of the claims of Class Members and limits the liability of Plycem; and

v. Plycem was negligent in its design, formulation, and/or manufacture of the Siding.

b. the claims of the Named Plaintiffs are typical of the claims of the Settlement Class that they represent in that they allege that they are owners of homes clad with the Siding and have suffered Qualifying Damage.

c. The Named Plaintiffs will fairly and adequately represent the Settlement Class. This is demonstrated as the Named Plaintiff's interests are not opposed to those of other class members, and the plaintiff's attorneys are qualified, experienced, and capable.

12. The Court appoints Amanda Lowe, Krista Krouse, Christopher Krouse, Donna Johns, Jameson D. Storm, Andrew Harmel, Antonetta Luongo, and Robert Severance as class representatives and finds that they will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representatives are not antagonistic to those of the Settlement Class. The Named Plaintiffs are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

13. The Court preliminarily finds that the following counsel will fairly and adequately represent the interests of the Settlement Class and hereby appoints Daniel K. Bryson, Scott C. Harris, Harper T. Segui of Whitfield Bryson, LLP, Phillip W. Segui, Jr. of Segui Law Firm, PC, Gregory F. Coleman and Rachel Soffin of Greg Coleman Law PC, William F. Cash, III and Matt Schultz, Levin, Papantonio, Thomas, Mitchell, Rafferty & Proctor, P.A., Mitchell M. Breit of Simmons Hanly Conroy, LLC, and Michelle J. Looby of as Class Counsel for the Settlement Class.

14. The Court further finds that the requirements of Rule 23(b)(3) are satisfied, as a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

15. The Court conditionally certifies a Settlement Class as follows:

All individuals or entities who, as of the Effective Date, own a single-family house in the United States on which the Siding is installed. Excluded from the Settlement Class are:

All persons who timely opt out of this Settlement under Federal Rule of Civil Procedure 23;

Owners of multi-family and commercial buildings;

Plycem employees; and

The Judge to whom this case is assigned and any member of the Judge's immediate family.

16. Where the home with Siding is owned jointly, the Settlement Class Member shall include all persons on the title to the home. A co-owner may make a Claim or opt-out on behalf of the other owners, where he/she has the authority to do so. Otherwise, each owner must join in any submission of a Claim or opt-out.

17. In making these preliminary findings on certification of a Settlement Class, the Court has considered, among other things, the interest of Settlement Class members in controlling the prosecution of their separate claims, the practicability and efficiency of prosecuting separate actions, the extent and nature of litigation concerning these claims, and the desirability of concentrating the claims in one forum.

18. The Court will make a final determination on certification for settlement purposes concurrently with its final determination whether to approve the Settlement.

APPOINTMENT OF CLAIMS ADMINISTRATOR AND ADJUDICATOR

19. With the consent of the Parties, the Court appoints Angeion Group as the Claims Administrator. The Court finds that Angeion Group has the experience and qualifications to perform the tasks set forth in the Settlement Agreement.

20. The Claims Administrator will have responsibility as trustee to manage compensation to be paid from the Settlement Fund, including payment of the costs of notice and administration prior to the Final Approval Hearing. The Settlement Fund is a fund in court and until distributed to Settlement Class Members shall be deposited in an income-generating escrow account as agreed by the Parties.

21. The Claims Administrator is authorized to enter into agreements with such persons as are necessary to implement the Settlement Agreement prior to the Final Approval Hearing.

22. With the consent of the Parties, the Court appoints Angeion Group as Adjudicator to perform the tasks, responsibilities and duties set forth in the Settlement Agreement.

23. The compensation and costs of the Claims Administrator, Notice Agent and Adjudicator shall be paid out of the Settlement Fund, and approved by the Court. The Court approves on a preliminary basis the proposed fees set forth in the Declaration of Steve Weisbrot.

APPROVAL OF NOTICE PLAN

24. The Notice Plan is set forth in the Declaration of Steve Weisbrot.

25. The Court finds that the content of the proposed Settlement Notices, satisfies the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e)(1), and Due Process and accordingly approves those Settlement Notices and Claim Forms.

26. This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Notice Plan. The Court finds that the Notice Plan provides due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed settlement, and informs class members as to how they may exclude themselves from the class.

27. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best

notice practicable under the circumstances and will satisfy the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e)(1), and Due Process.

28. The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

29. The Notice includes the date and time of the Final Approval Hearing and specifies the procedure for opting out, filing objections, and appearing at the Final Approval Hearing.

30. The Notice will effectively reach the class, will come to the attention of the class, is informative and easy to understand, and the rights and options are easy to act upon. Further, a high percentage of the proposed class can be reached, the method is economically viable to adequately notify the class, and unknown class members will understand that they are included.

31. Notice to the Class shall commence within 30 days from the entry of this Order.

FINAL APPROVAL HEARING

32. The Court directs that pursuant to Fed.R.Civ.P. 23(e)(2) a hearing will be held on [date] to consider final approval of the Settlement (the “Final Approval Hearing” or “Fairness Hearing”) including, but not limited to, the following issues: (a) whether the Class should be certified, for settlement purposes only; (b) the fairness, reasonableness, and adequacy of the Settlement; (c) Class Counsel’s application for an award of attorneys’ fees and costs; and (d) approval of an award of service payments to the Named Plaintiffs.

33. The Final Approval Hearing may be adjourned by the Court and the Court may address the matters set out above, including final approval of the Settlement, without further notice

to the Settlement Class other than notice that may be posted at the Court and on the Court's and Claims Administrator's websites.

34. The Parties shall file a motion for final approval 14 days prior to the Final Approval Hearing, together with any memoranda or submissions of the Parties in support of final approval. A copy of the motion and supporting materials shall be posted on the Settlement website.

35. At the hearing, any member of the proposed Settlement Class may be heard in support of the Settlement, or, if he or she has timely submitted written objections, in opposition to the Settlement.

36. The Court finds that preliminary certification of a settlement class and preliminary approval of the Settlement and all actions associated with them, are undertaken on condition that they will be vacated if the Settlement is not approved or is terminated. The Settlement and all actions associated with it shall not be offered, received or construed as evidence for any purpose, including but not limited to an admission by any party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by the Parties or the certifiability or non-certifiability of any class.

37. If the Settlement does not become effective, Plycem and any other Released Persons shall have retained any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed.R.Civ.P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). These actions shall thereupon revert immediately to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

REQUESTS FOR EXCLUSION

38. Any member of the Settlement Class who desires to request exclusion (opt-out) from the Settlement Class shall submit to Lead Counsel an appropriate and timely request to the address stated in the Notice on or before 90 days from entry of this Order.

39. In order to be effective, the Request for Exclusion must include (a) the name of the Litigation; (b) the Person's full name, address and telephone number; (c) a specific statement of the Person's intention to exclude himself or herself from the Settlement; (d) the identity of counsel, if the Person is represented; and (e) the Person's signature and the date on which the request was signed.

40. The Opt-Out procedure set forth in the Settlement Agreement is hereby approved.

41. A Settlement Class Member may revoke his or her opt-out and thereby receive the benefits of the Settlement by submitting a written request to Lead Counsel on or before the Opt-Out Revocation deadline.

42. Lead Counsel shall compile and serve on Plycem a list of valid Opt-Outs by no later than 7 days after the deadline to Opt-Out.

43. Exclusions shall be exercised individually by a Settlement Class member, not as or on behalf of a group, class, or subclass, not by any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations.

44. Any Settlement Class member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action.

OBJECTIONS TO THE SETTLEMENT

45. Persons wishing to object to the proposed Settlement shall adhere to the following procedures, as set forth in Section 13.8 of the Settlement Agreement.

46. To object, a member of the Settlement Class, individually or through counsel, must submit a written objection to the Court, and must also serve a copy thereof upon the following, within 90 days from entry of this Order.

Counsel for Plaintiffs

Daniel K. Bryson
Harper T. Segui
Whitfield Bryson, LLP
900 W. Morgan Street
Raleigh, NC 27603
dan@whitfieldbryson.com
harper@whitfieldbryson.com

Counsel for Defendants

Robert L. Hickok
Anthony Vale
Leah Greenberg Katz
Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Philadelphia, PA 19103
Robert.Hickok@troutman.com
Anthony.Vale@troutman.com
Leah.Katz@troutman.com

47. Any member of the Settlement Class who files and serves a written objection by the deadline containing a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice, may appear at the Fairness Hearing, to the extent permitted by the Court, either in person or through an attorney hired at the Settlement Class Member's expense, to object to the fairness, reasonableness or adequacy of the proposed Settlement. Any attorney representing a member of the Settlement Class for the purpose of making objections must also file a Notice of Appearance with the Clerk, and must also serve copies by mail to the counsel listed above.

48. Any objection to the Settlement must include (i) the Settlement Class Member's full name and current address and telephone number; (ii) the address of the structure(s) that may contain the Siding; (iii) approximate date of installation of the Siding; (iv) the exact nature of the objection; (v) whether or not the Settlement Class Member intends to appear at the Final Approval

Hearing, and (vi) the Settlement Class Member's signature. If the Settlement Class Member is represented by counsel, the notice of objection shall also be signed by the attorney who represents the Settlement Class Member.

49. Any Settlement Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement and/or Class Counsel's motion for attorneys' fees and reimbursement of litigation expenses. Such Settlement Class Member shall forever be barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, or the requested attorneys' fees and litigation expenses, and otherwise from being heard concerning the Settlement, or the attorneys' fees and expense request in this or any other proceeding.

FEES AND COSTS APPLICATION

50. Class Counsel may file any application and supporting materials seeking an award of fees and costs, and any service awards to the Named Plaintiffs, within 20 days from entry of this Order.

STAY AND INJUNCTION

51. All other proceedings in the Actions are hereby stayed until such time as the Court renders a final decision regarding approval of the proposed Settlement. No discovery with regard to any of these Actions, or with respect to this Settlement, shall be permitted other than as described in the Settlement Agreement or otherwise directed by the Court upon a proper showing by the party seeking such discovery by motion properly noticed and served in accordance with this Court's Local Rules. In addition, pending a determination on final approval of the Settlement, all Settlement Class Members are hereby barred and enjoined from commencing or prosecuting any action involving any Released Claims.

QUALIFIED SETTLEMENT FUND

52. To the extent permitted by law, the Settlement Fund being established under the Settlement Agreement may be treated as a qualified settlement fund pursuant to applicable United States Treasury Regulations.

SUMMARY OF DEADLINES

53. The following are the deadlines for the following events:

<u>EVENT</u>	<u>DATE</u>
Summary Notice Mailed and Settlement Website Created	_____ (Within 30 days after this Order)
Publication Notice	_____ (Within 30 days after this Order)
Affidavits of Compliance with Notice Requirements	_____ (7 days prior to Final Approval Hearing)
Filing Motion for Attorney Fees, Service Awards and Reimbursement of Expenses	_____ (Within 20 days after this Order)
Postmark/Filing Deadline for Requests for Exclusions and Objections	_____ (Within 90 days after this Order)
Service/Filing Notice of Appearance at Fairness Hearing	_____ (Within 90 days after this Order)
Filing Reply to Objections to Settlement and/or Attorneys' Fees and Expenses	_____ (Within 120 days after this Order)
Filing Motion for Final Approval To be Filed by Class Counsel	_____ (14 days prior to the Final Approval Hearing)
Fairness Hearing	_____

54. The Court shall retain continuing jurisdiction over the Action, the Parties and the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any

disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights as described above.

HONORABLE DAVID C. NORTON
U.S. DISTRICT COURT JUDGE

EXHIBIT 4

Agreed Guidance Regarding Installation Requirements

In re Allura Fiber Cement Siding Settlement
Draft – Attorney Work Product

AGREED GUIDANCE REGARDING INSTALLATION REQUIREMENTS

The Settlement Agreement provides in Paragraph 8.5:

If the Adjudicator determines that a portion of the Qualifying Damage was predominantly caused by installation errors, the Adjudicator shall deny that portion of the Claim as to Siding not properly installed. The Claimant shall have an adequate opportunity to rebut any evidence of improper installation.

The intent of the parties is that a class member shall not be compensated for damage to Siding that is caused predominantly by improper installation that deviates from Plycem's installation instructions. This Guidance provides additional detail regarding the installation criteria the Adjudicator will evaluate in determining the eligibility of a claim. The Adjudicator will evaluate compliance with the installation instructions, and specifically evaluate compliance with the instructions' requirements for gapping, clearance, fastening, flashing, paint and surface condition. The failure to comply with the installation instructions as to these requirements can create performance issues with the Siding. In evaluating these requirements, the Adjudicator will use the specific guidance set forth below.

Gapping. Only gapping that exceeds 3/16th inch can be considered Qualifying Damage. The installation instructions at page 35-36 address butt and end joint application and require that the butt ends be installed in moderate contact. The instructions also require leaving a 1/8 inch clearance between the siding and trim around doors and windows (at p. 4). Contact between Siding and Flashing or lack of a gap between Siding and Flashing shall not disallow Qualifying Damage consisting of Bowing that is equal to or greater than ½-inch where the Bowing at issue is not disallowed by another Installation Defense otherwise provided.

Clearance at base of the house. The installation instructions at page 30 and code require that the installer holdback the Siding at least 6 inches above the finished grade.

In re Allura Fiber Cement Siding Settlement
Draft – Attorney Work Product

Clearance at the base must meet this requirement, with a reasonable tolerance to account for ½ inch variation from the required clearance.

Fastening. The installation instructions at page 17-24 and at page 31 address fasteners. The parties agree that where the Siding is face nailed, improper fastening will disqualify a claim only where there is cracking within ¼ inch of the nail. Where a nail is overdriven below the surface, its holding power is reduced and it creates an entry for moisture. Overdriven nails, however, will disqualify a claim only where there is cracking within ¼ inch of the improper nailing.

Failure to attach Siding to structural framing. The installation instructions at page 5 require that fasteners penetrate at least 1 ¼ inches into structural framing. The parties agree a common failure in installation is a failure to fasten the Siding to studs, resulting in cracking of the boards.

Flashing, kickout flashing at roofline. The installation instructions address flashing at page 27. Improper or missing roof-to-wall transition flashing will fail to direct rainwater away from the face of the Siding.

Installation on a smooth, rigid and flat surface. The installation instructions at pages 4, 20, and 25 require that the Siding be installed over a smooth, rigid, flat surface. The parties agree that a failure to follow these instructions can lead to bowing and cracking and disqualify a claimant from recovery.

Inadequate thickness of paint. The installation instructions address paint at pages 29 and 53. The parties agree that where paint is inadequate on exposed surfaces, it shall not preclude a finding of Qualifying Damage unless there is missing paint on the bottom edge of a board extending ½ inch or greater within ¼ inch of warping, shrinkage or cracking of boards.

EXHIBIT 5

Declaration Describing Notice Plan

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

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

DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE: THE PROPOSED NOTICE PLAN

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am a partner at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.
3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23*.

4. I have given public comment and written testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and suggest an educational curriculum for the judiciary concerning notice procedures.

5. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

6. My notice work comprises a wide range of class actions that include product defect, data breach, mass disasters, false advertising, employment, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

7. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. For example, the Honorable Sarah Vance stated in her December 31, 2014 Order in *In Re: Pool Products Distribution Market Antitrust Litigation*, MDL No. 2328:

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan.... The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action notice programs:

(a) On February 24, 2017, The Honorable Ronald B. Rubin in *James Roy et al. v. Titeflex Corporation et al.*, No. 384003V (Md. Cir. Ct.), noted when granting preliminary approval to the settlement:

What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make a decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite.*** (Emphasis added).

(b) Likewise, on July 21, 2017, The Honorable John A. Ross in *In Re Ashley Madison Customer Data Security Breach Litigation*, MDL No. 2669 (E.D. Mo.), stated in the Court's Order granting preliminary approval of the settlement:

The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —***is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.*** (Emphasis added).

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

(c) In the *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, Case No. 17-md-02777-EMC (N.D. Cal.), in the Court's February 11, 2019 Order, the Honorable Edward M. Chen ruled:

[In addition] the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice — which includes mail notice, electronic notice, publication notice,

and social media “marketing” – is the “best notice . . . practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

(d) On June 26, 2018, in his Order granting preliminary approval of the settlement in *Mayhew v. KAS Direct, LLC, et al.*, Case No. 16-cv-6981 (VB) (S.D.N.Y.), The Honorable Vincent J. Briccetti ruled:

In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

(e) A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

8. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five

other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com/our_team.htm.

9. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of settlement and claims processing services.

10. This declaration will describe the Notice Program that we will implement in this matter, including the considerations that informed the development of the plan and why it will provide Due Process of Law to the Class.

SUMMARY OF THE NOTICE PROGRAM

11. In my professional opinion, the Notice Program detailed below is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program provides individual direct notice to all reasonably identifiable Class Members via mail, combined with a robust media campaign comprised of state-of-the-art internet advertising, social media advertising and a comprehensive print publication campaign.

12. As discussed in greater detail below, the Notice Program is designed to deliver an approximate 75% reach with an average frequency of 11.4 times. What this means in practice is that 75% of our Target Audience will see a digital advertisement concerning the Settlement an average of 11.4 times each. The 75% reach is separate and apart from the direct notice efforts, trade-specific publications, dedicated website and toll-free telephone line, all of which are difficult to measure in terms of reach percentage, but will nonetheless provide awareness and diffuse news of the Settlement to Class Members.

13. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm”. Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide or Judges”, at 27 (3d Ed. 2010).

14. In addition to the pre-approval notice program outlined above, Angeion will conduct customized and strategic claims stimulation that will be implemented during the claim filing period to further Class Member participation in the Settlement. The class notice will request Settlement Class Members who intend to submit a claim after final approval to register with the Claims Administrator. In addition, and depending on how many Class Members register, the claims stimulation program will consist of an advanced targeted Facebook campaign, a Twitter campaign with an active listening component, email notice distributed to a trade email list, a national press release, a paid search campaign and sponsored listings on two leading class action settlement websites (discussed in greater detail below).

CLASS DEFINITION

15. The “Settlement Class” is defined as: all individuals or entities who, as of the Effective Date, own a single-family house in the United States on which the Siding is installed. Excluded from the Settlement Class are:

- All persons who timely opt out of this Settlement under Federal Rule of Civil Procedure 23.
- Owners of multi-family and commercial buildings.
- Plycem employees.
- The Judge to whom this case is assigned and any member of the Judge’s immediate family.

16. Angeion has been informed that it will be provided with addresses for Class Members to the extent they are available. Angeion will use this Class Member data (the “Class List”) to provide direct notice to Class Members, as outlined below.

DIRECT NOTICE

Mailed Notice

17. Angeion will cause notice of the Settlement to be mailed to each Class Member for whom Angeion is provided with a physical mailing address. Notice will be sent via the United States

Postal Service (“USPS”) first-class mail, postage prepaid and will consist of the Notice and Claim Form (collectively, the “Notice”).

18. In administering the Notice Program in this action, Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS.

19. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

20. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

21. For any Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

MEDIA NOTICE

Programmatic Display Advertising

22. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States. It is estimated that U.S. advertisers spent nearly \$60 billion on programmatic display advertising in 2019, and by 2021, it is estimated that almost 88%, or \$81 billion, of all U.S. digital display ad dollars will transact programmatically¹. In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced

¹ “US Programmatic Ad Spending Forecast 2019” available at <https://www.emarketer.com/content/us-programmatic-ad-spending-forecast-2019>.

technology to place advertisements on the websites where members of the audience are predicted to visit (these websites are accessible on computers, mobile phones and tablets).

23. The Settlement Class definition was used as the starting point to create the media notice campaign. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2019 GfK MRI Market-by-Market to profile the class and arrive at an appropriate Target Audience.

24. Based on the characteristics of this settlement the approximate audience size is estimated at 5,080,000. The Target Audience is based on objective syndicated data and will allow the parties to report the reach and frequency to the court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs.

25. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has the following characteristics:

- 96.64% are adults ages 25+ with a median age of 49.8
- 60.18% are male
- 69.68% are married
- 45.40% have children
- 61.01% have some college education or higher
- 68.54% are currently employed
- The median household income is \$99,500
- 78.16% have used social media in the last 30 days

26. To identify the best vehicles to deliver messaging to the Target Audience, Angeion also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here, the objective syndicated data shows that members of the Target Audience are predominantly medium to heavy internet users and magazine readers.

27. Given the strength of digital advertising, as well as our Target Audience's internet use and magazine readership, we recommend utilizing a robust internet advertising and publication campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the class.

28. Angeion utilizes a programmatic approach when purchasing digital media. This approach allows us to focus squarely on the reaching the prototypical individual Class Member, rather than allocating resources to determine which particular websites would be most appropriate based on a demographic profile. Programmatic media purchasing relies on advanced targeting, machine learning, and a known and verifiable Target Audience profile to ensure we are reaching members of our Target Audience online. In fact, purchasing display and mobile inventory programmatically provides the highest reach, allows for multiple advanced targeting layers, and offers the most cost-efficient rates to reach potential Class Members. Advertisements will run on desktop and mobile devices to reach the most qualified audience where they surf, shop and play. Moreover, targeting users who are currently browsing or are known purchasers of Allura fiber cement siding will also help qualify impressions to ensure messaging is served to the most relevant audience.

29. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- *Look-a-like Modeling*: Using data methods, we will build a look-a-like audience against known purchasers Allura fiber cement siding.
- *Predictive Targeting* (prospecting): Allows technology to "predict" which users will be served the ad.
- *Audience Targeting*: Leverage demographic and behavioral data to find our exact audience.
- *Geotargeting*: We will target the campaign nationwide, but delivery of impressions will be weighted based on the volume of potential Class Members in each state.
- *Site Retargeting*: Re-message previous site visitors to drive conversion with qualified audiences.

30. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn more about the online audiences that are being reached. Through pixels attached behind the scenes, Angeion can and will collect data on users who are served impressions, click on the banner, and visit the dedicated website. From this data, demographic profiles can be developed and leveraged for changes in targeting strategies to increase the overall performance of the digital campaign. These insights help Angeion to understand the type of user profile that is most valuable to campaign success.

31. Angeion also utilizes Integral Ad Science ("IAS"), the leading ad verification company to prevent fraudulent activity². IAS has received the Media Rating Council "MRC"³ accreditation for Sophisticated Invalid Traffic (SIVT) detection for desktop and mobile web traffic.

32. The internet banner notice portion will be implemented using a desktop and mobile campaign, utilizing standard IAB sizes (160x600, 300x250, 728x90, 300x600, 320x50 and 300x50). The internet banner notice portion is designed to serve approximately 22,583,333 impressions and is strategically designed to notify and drive Class Members to the dedicated settlement website, where they can find more information about the Settlement and are able to submit a claim form directly via the settlement website.

33. To track campaign success, Angeion will implement conversion pixels throughout the settlement website to better understand audience behavior and identify those members who are

² Integral Ad Science (IAS) is a global technology and data company that builds verification, optimization, and analytics solutions to empower the advertising industry to effectively influence consumers everywhere, on every device. They solve the most pressing problems for brands, agencies, publishers, and technology companies by verifying that every impression has the opportunity to be effective, optimizing towards opportunities to consistently improve results, and analyzing digital's impact on consumer actions. Built on data science and engineering, IAS is headquartered in New York with global operations in ten countries.

³ The Media Rating Council was established in the early 1960's at the behest of the US congress. The objective or purpose to be promoted or carried on by Media Rating Council is: To secure for the media industry and related users audience measurement services that are valid, reliable and effective. To evolve and determine minimum disclosure and ethical criteria for media audience measurement services. To provide and administer an audit system designed to inform users as to whether such audience measurements are conducted in conformance with the criteria and procedures developed.

most likely to convert. The programmatic algorithm will change based on success and failure to generate conversions throughout the process. Successful conversion on the claim submission button will be the primary goal, driving optimizations.

Social Media Notice

34. The Notice Program also includes a custom social media campaign utilizing Facebook, one of the leading social media platforms in North America. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platforms. Facebook will allow Angeion to cause ads to be delivered directly to those audience members via the Facebook platform, whether on mobile device, tablet or computer.

35. Specifically, a combination of static, carousel and video units will be utilized to engage with our Facebook audience via a mix of news feed and stories units to optimize performance. Specifically, look-a-like modeling against known audiences, build segments to target consumer profiles, conquesting, and geotargeting will be implemented to further qualify and deliver impressions to the intended audience.

36. The social media campaign will run to coincide with the programmatic display advertising portion of the Notice Program and is designed to deliver approximately 20,481,928 impressions via Facebook.

Publication Notice

37. In addition to the direct notice efforts described above, the Notice Program includes a strategic comprehensive publication schedule designed to reach Class Members via industry-specific publications, utilizing a combination of print and digital messaging to accommodate the different methods Class Members use to ingest information.

38. The following chart illustrates the specific print and digital strategies that will be implemented, including the publication ad frequency and the average circulation for each publication.

Publication	Avg. Circulation	Print Strategy	Digital Strategy
<i>People Magazine</i>	3,400,000	Half-page ad Printed 1x	N/A
<i>Builder</i>	94,070	Full-page ad Printed 1x	Display banner ads and E-newsletter on builderonline.com
<i>The Journal of Light Construction (JLC)</i>	60,015	Full-page ad Printed 1x	Display banner ads and E-newsletter on jlconline.com
<i>Remodeling</i>	75,155	Full-page ad Printed 1x	Display banner ads and E-newsletter on remodeling.hw.net

CLAIMS STIMULATION NOTICING PACKAGE

39. In addition to the above notice efforts, Notice Program includes a customized and strategic claims stimulation package that will be implemented during the claim filing period to further Class Member participation in the Settlement. This package will use the information derived from the registration program, in which Settlement Class Members may register on receipt of the initial notice before final approval of the Settlement. The claims stimulation package consists of an advanced targeted Facebook campaign, a Twitter campaign with an active listening component, email notice distributed to a trade email list, a national press release, a paid search campaign and sponsored listings on two leading class action settlement websites (discussed in greater detail below).

Social Media

40. Angeion will cause an advanced targeted Facebook campaign utilizing an interest-based approach which focuses on the interests that users exhibit while on the social media platforms. Facebook will allow Angeion to cause ads to be delivered directly to those audience members via the Facebook platform, whether on mobile device, tablet, or computer.

41. Angeion will also cause the settlement to be promoted on Twitter. Our methodology includes an “active listening” component wherein we monitor Twitter traffic for discussion of the settlement, and actively provide notice, and/or answers to frequently asked question via Twitter as appropriate.

Custom Industry-Specific Email Campaign

42. In order to further increase awareness of the Settlement amongst the appliance/refrigerator repair and sales industry, Angeion will implement a customized email campaign to provide the Notice to builders, custom home builders, remodelers, contractors, and other similarly recommended titles. This custom campaign is specifically designed to augment notice provided via the industry-specific publications, as detailed above.

Press Release

43. Angeion will cause a press release to be distributed over the general national circuit on PR Newswire to further diffuse news of the Settlement. This distribution will help garner “earned media” separate and apart to supplement the direct notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class.

Paid Search Campaign

44. The Notice Plan also includes a paid search campaign to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic campaign, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. Angeion will work with the Parties to generate an agreed list of search terms that inform potential Class Members.

Sponsored Class Action Website Listings

45. Angeion will cause the Settlement to be listed and promoted through two leading class action settlement websites, www.topclassactions.com and www.classaction.org. These sites are known to create awareness of pending settlements among consumers and, while not measured in terms of the reported reach percentage, will be instrumental in seeding and disbursing news of the underlying settlement. *Top Class Actions* averages 3 million monthly visitors, has approximately 900,000 newsletter subscribers and 145,000 Facebook followers. *ClassAction.org* averages 100,000 page-views per month and has approximately 130,000 newsletter subscribers.

Representative samples of listings on *Top Class Actions* and *ClassAction.org* can be viewed on their respective websites.

46. The promotion these websites is not capable of precise reach calculations and is thus not included in the reach and frequency figures presented to the Court. Nonetheless, this mechanism will serve an important function in that they will help stimulate interest in the Settlement and drive Class Members to the dedicated settlement website to read and understand their rights and options under the Settlement.

RESPONSE MECHANISMS

47. The Notice Program will also implement the creation of a case-specific website, where Class Members can easily view general information about this class action Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website will be designed to be user-friendly and make it easy for Class Members to find information about the case. The website will also have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will be able to submit a claim or register their interest via the website. Additionally, Class Members will be able submit their Claim Form directly via the website.

48. A toll-free hotline devoted to this case will be implemented to further apprise Class Members of the rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Class Members will have the ability to speak with a live operator during normal business hours (9:00 a.m. EDT to 5:00 p.m. EDT, Monday through Friday).

REACH AND FREQUENCY

49. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage and the number of exposure opportunities meet or exceed the guidelines as set forth in the Federal

Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide.

50. Specifically, the digital media and social media portions of the Notice Program along with the publication in *People* are designed to deliver an approximate 75% reach with an average frequency of 11.4 times each. The 75% reach does not include the dedicated settlement website and toll-free hotline, which are not calculable in reach percentage but will nonetheless aid in informing Class Members of their rights and options under the Settlement, and is also independent from the direct notice efforts and trade-specific publications.

CONCLUSION

51. The Notice Program outlined above includes direct notice to all reasonably identifiable Class Members via mail, combined with a robust media campaign comprised of state-of-the-art internet advertising, social media advertising, and a comprehensive publication schedule.

52. The Notice Program also includes the implementation of a dedicated settlement website and toll-free hotline to further inform Class Members of their rights and options in the Settlement and is strategically designed to generate active participation of Class Members in the Settlement.

53. Further, the Notice Program provides for a carefully tailored claims stimulation package to further diffuse notice of the Settlement and to remind Class Members of their ability to submit claim forms.

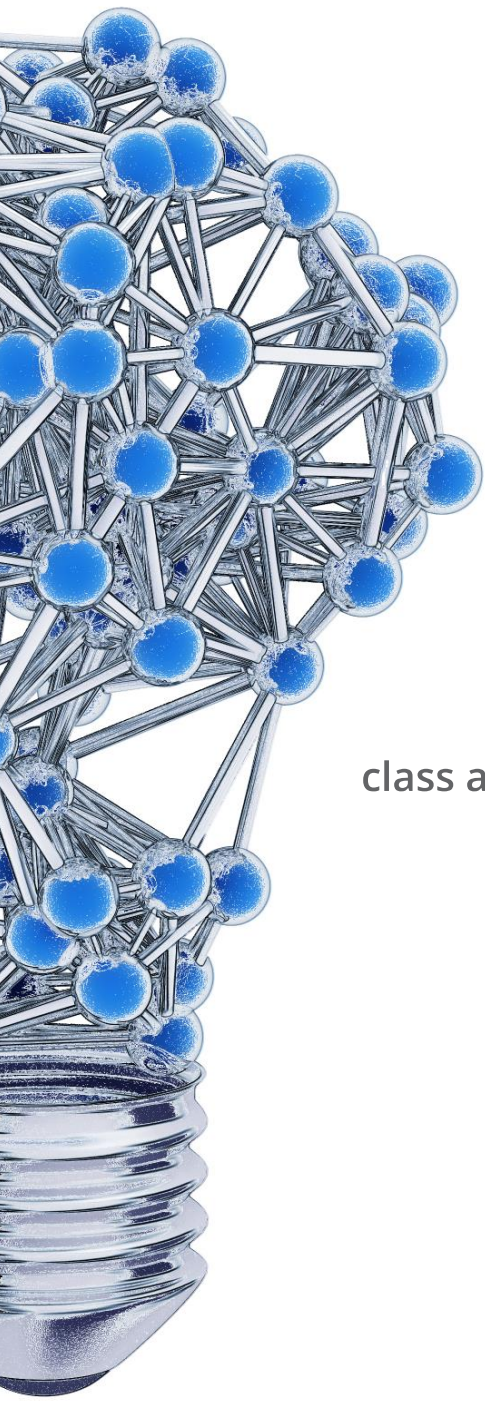
54. In my professional opinion, the Notice Program will provide full and proper notice to Class Members before the claims, opt-out and objection deadlines. Moreover, it is my opinion that Notice Program is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Program has concluded, Angeion will provide a final report verifying its effective implementation.

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

Dated: October 21, 2020


STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

JUDICIAL RECOGNITION

***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION*****Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (May 7, 2020): The Court approves the Claim Form, Class Notice, and Summary Notice, which are attached to the Settlement Agreement as Exhibits A, B, and C, respectively, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for Attorneys' Fees and/or Expenses and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

IN RE: GOOGLE PLUS PROFILE LITIGATION**Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (June 10, 2020): The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibits A and B thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Exhibits A and B to the Agreement. (Doc. 57-2). The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

MARINO ET AL. v. COACH INC.**Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.**Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (August 19, 2020): The Court approves the Notice substantially in the forms attached as Exhibit 2(a) and 2(b) to the Settlement Agreement. The proposed Notice Plan as set forth in the Settlement

JUDICIAL RECOGNITION



Agreement, which includes direct and publication notice, will provide the best notice practicable under the circumstances. The Notice Plan and the proposed Settlement Notice as set forth in the Settlement Agreement are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation...constitute due, adequate and sufficient notice to Settlement Class Members; and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

JUDICIAL RECOGNITION



GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

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The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances,” to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of

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the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

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GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

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In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

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IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign

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composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of

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road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully

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with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION
MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.
Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.
Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

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***IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION*****MDL No. 2328/Case No. 2:12-md-02328**

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.**Case No. 0:13-cv-61747**

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.**Case No. 3:14-cv-00645**

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

EXHIBIT 6

Summary Notice to Settlement Class Members for Publication in Print, Media, and Internet

SHORT FORM NOTICE

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

You Could Get Benefits From a Class Action Settlement

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

WHO IS INCLUDED?

Single family homeowners with Allura branded fiber cement lap siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015 ("the Siding").

WHAT IS THIS CASE ABOUT?

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

WHO REPRESENTS YOU?

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

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

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement covers claims for Qualifying Damage, evidenced by cracking, bowing, shrinkage, warping, breakage, or gapping in the Siding not caused by improper installation and, if available, evidence of the alleged property damage resulting from such failed Siding. Eligible claimants can choose between three compensation options: (1) a repair and replacement option that provides compensation for replacement siding and \$4.75/square foot for additional costs for installation, labor, painting, and other work on an elevation where Qualifying Damage exists on more than 30% of the elevation; (2) a quick cash option that provides \$4.25/square foot for areas exhibiting Qualifying Damage; or (3) a cash option that provides additional compensation for labor upon proof of repair. This option is only available for claims with Qualifying Damage that does not exceed 30% of an elevation. Under this option, eligible claimants receive \$4.25/square foot for areas exhibiting Qualifying Damage within 30 days of final approval of the claim, plus \$4.25/square foot for the remainder of the elevation within 30 days of submission of approved proof of replacement of the claimed area.

WHAT ARE YOUR OPTIONS?

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

Get a detailed notice and other information by visiting: WWW.PlycemSidingSettlement.com
or by calling toll free (800) XXX-XXX.

EXHIBIT 7

Long-Form Notice to Settlement Class Members

U.S. DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA
In Re: Allura Fiber Cement Siding Products Liability Litigation,
MDL No. 2886, Case No. 2:19-mn-2886-DCN

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

You Could Get Benefits from a Class Action Settlement.

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM	This is the only way to receive benefits under the Settlement. You may open a claim by visiting www.PlycemSidingSettlement.com or calling 1-xxx-xxx-xxxx. You will then receive instructions for filling out a claim form and submitting a claim package. Although you should register with the Claims Administrator now, you can open and submit a claim for Qualifying Damage only during the two years following the effective date of the Settlement.
EXCLUDE YOURSELF	You will not receive any benefits from the Settlement, but you will keep any rights you currently have to separately sue Defendants for the claims that are the subject of this lawsuit. The deadline to exclude yourself is [Exclusion Date].

OBJECT TO THE SETTLEMENT	You may write to the Court explaining why you object to the Settlement. Any objection must be filed no later than [Objection Date]
GO TO THE HEARING	You may ask to speak in Court about the Settlement. The Final Approval Hearing is scheduled for [Final Approval Hearing Date].
DO NOTHING AT ALL	You should not submit a claim now, but you should register your intent to submit a claim with the Claims Administrator now. However, if you do not exclude yourself and do not submit a claim prior to the claim submission deadline, you will not receive benefits from the Settlement and you will give up any rights you currently have as specified in the Settlement Agreement to

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

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BASIC INFORMATION

1. What is this Notice about?

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

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

2. What is the lawsuit about?

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

3. What is a class action?

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

WHO IS INCLUDED

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

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

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

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

¹ Fly-ash is a byproduct of coal production and is sometimes used in building products.

What about co-owners?

Where the home with Siding is owned jointly, the Settlement Class Member includes all persons on the title to the home. A co-owner may make a Claim or opt-out on behalf of the other owners, where he/she has the authority to do so. Otherwise, each owner must join in any submission of a Claim or opt-out.

6. Who is not included in the Settlement Class?

The Settlement Class does not include:

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

THE SETTLEMENT'S BENEFITS**7. What does the Settlement provide?**

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

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

8. What can I get?

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

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

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

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

Option No. 1- Replacement and Repair:

- a. Claimants will receive \$1.00 per square foot of Replacement Area for replacement siding and \$4.75 per square foot of Replacement Area to contribute to additional repair costs, including installation, labor, paint, home wrap, trim, and other repairs and/or incidental work.
- b. Claimants will receive an additional \$200.00 if the total Replacement area is 20 boards or fewer.
- c. Claimants will receive an additional paint allowance of \$1.00 per square foot for the entire Elevation where the Replacement Area is less than 30% of the Elevation.

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

Option No. 2- Quick Cash Option:

This Option provides compensation solely for Siding exhibiting Qualifying Damage, and does not include the 30% or greater Elevation Replacement Area criteria. The Claims Administrator will pay the Settlement Class Member \$4.25 per square foot of Qualifying Damage within 30 days of final approval of the Claim.

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

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

9. What is a disqualifying installation error?

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

- i. Certain Gapping;
- ii. Clearance at base of the house;
- iii. Improper fastening;
- iv. Failure to attach Siding to structural framing;

- v. Improper or missing roof to wall transition flashing;
- vi. Failure to install the Siding on a smooth, rigid and flat surface;
- vii. Inadequate thickness of paint;

HOW TO GET BENEFITS

10. How do I make a claim?

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

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

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

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

More details are available in the Settlement Agreement, which is available at []

11. When may I make a claim?

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

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

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

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

REMAIN IN THE SETTLEMENT CLASS

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

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

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

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

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

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

Your Request for Exclusion must be postmarked or personally delivered no later than [exclusion deadline], to:

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

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

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

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

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

No. Any Settlement Class Member who elects to opt-out of this Agreement is not entitled to a remedy under this Agreement and is not affected by this Agreement. You will, however, be able to make a claim under the Limited Warranty applicable to the Siding.

OBJECT TO OR COMMENT ON THE SETTLEMENT**17. How do I object to or comment on the Settlement?**

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

Your objection must include:

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

Any comment or objection to the Settlement must be postmarked or personally delivered no later than [objection deadline] and mailed to these three addresses:

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

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

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer representing me?

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

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

20. How will the lawyers be paid?

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

THE FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

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

22. Do I have to come to the hearing?

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

23. May I speak at the hearing?

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

GET MORE INFORMATION

24. Where can I get more information?

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

EXHIBIT 8

Email Notice to Homeowners and Homebuilders

Email Notice

From: Angeion Group, Settlement Administrator

Subject Line: Allura Branded Fiber Cement Siding Settlement

Content:

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

A federal court authorized this notice. This is not a solicitation from a lawyer, **and you are not being sued.**

You are receiving this notice because you could be affected by a class action lawsuit against Plycem involving Allura fiber cement siding.

A Settlement has been reached with Plycem USA LLC in a class action lawsuit regarding Allura branded fiber cement siding. If you own a single-family home with Allura-branded lap siding manufactured in Plycem's plant located in White City, Oregon between February 1, 2014 and May 7, 2014 or in Plycem's Roaring River, North Carolina plant between February 1, 2014 and February 18, 2015 ("the Siding"), then you are a Class Member. In the lawsuit, Plaintiffs allege that due to the excessive fly-ash in the Siding formula, the Siding is prone to cracking, bowing, shrinking, warping, breakage, or excessive gapping. Defendants contend that the Siding is not defective and performs well when installed properly. The Court has not made any determination as to the quality of the Siding.

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

What does the Settlement provide? The Settlement covers claims for Qualifying Damage, evidenced by cracking, bowing, shrinkage, warping, breakage, or gapping (greater than 3/16") in the Siding and, if available, evidence of the alleged property damage resulting from such failed Siding. Eligible claimants can choose between three compensation options: 1) a repair and replacement option that provides compensation for replacement siding and

\$4.75/square feet for additional costs for installation, labor, painting, and other work on an elevation where Qualifying Damage exists on more than 30% of the elevation; (2) a quick cash option that provides \$4.25/square foot for areas exhibiting Qualifying Damage ; or (3) a cash option that provides additional compensation for labor upon proof of repair. This option is only available for claims with Qualifying Damage that does not exceed 30% of an elevation. Under this option, eligible claimants receive \$4.25/square foot for areas exhibiting Qualifying Damage within 30 days of final approval of the claim, plus \$4.25/square foot for the remainder of the elevation within 30 days of submission of approved proof of replacement of the claimed area

What should I do now? If you believe you are a Settlement Class Member, and intend to submit a claim, you should register with the Claims Administrator. You can do this online or by sending a letter by mail identifying yourself. This will insure that you receive future communications about the Settlement.

How can I file a claim? After the Settlement is approved, Eligible Settlement Class Members must file a claim to receive any compensation, and the claim must include the required documentation. Claim Forms are available on the Settlement Website: www.PlycemSidingSettlement.com You may file a claim online at www.PlycemSidingSettlement.com or download the Claim Form and send it in via e-mail or regular mail beginning 14 days after the Effective Date.

What are my other rights? If you don't want benefits and don't want to be legally bound by the Court's orders, you must exclude yourself from the Settlement by [DATE]. If you do not exclude yourself, you will be bound by this Settlement and you will not be able to sue Plycem for any claims related to the Settlement. If you stay in the Settlement, you may object to the Settlement by [DATE]. You or your own lawyer may appear at the hearing at your own expense. The Court will hold a hearing on [DATE] to consider whether to approve the Settlement, a request for \$4 million for attorneys' costs and fees, and a service payment of \$5,000 each to the Class Representatives.

For more information, visit [www.PlycemSidingSettlement.com] or call [TFN]

Banner Ad

Do You Own Allura Branded Fiber Cement Siding installed between February 18, 2014 and September 1, 2015?
You Could Get Benefits From a Class Action Settlement

For more information, visit www.PlycemSidingSettlement.com or call [TFN]