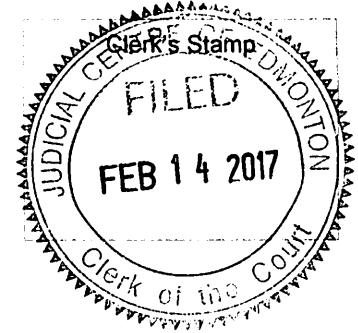



COURT FILE NUMBER 1603-11555
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFFS TOM HANSEN and MELANIE HANSEN
DEFENDANT CERTAINTEED CORPORATION
Pursuant to the *Class Proceedings Act*, SA 2003, c C-16.5
DOCUMENT ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
BRANCH MACMASTER LLP
Ward K. Branch, QC / Chelsea D. Hermanson
1410 – 777 Hornby Street
Vancouver, BC V6Z 1S4
Telephone: (604) 654-2960
Facsimile: (604) 684-3429

I hereby certify this to be a true copy of the original.


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: January 31, 2017

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: Associate Chief Justice J.D. Rooke

ON THE APPLICATION of the Plaintiffs; and on hearing the submissions of Ward K. Branch, QC for the Plaintiffs and Brad Dixon, counsel for the Defendant; and on reading the pleadings and materials filed, and on being advised that the Plaintiffs and others have entered into an agreement with CertainTeed Corporation (the "Settling Defendant"), dated July 1, 2016 (the "Settlement Agreement"); and on being advised that the Plaintiffs and the Defendant consent to this Order;

THIS COURT ORDERS that:

1. The Settlement Agreement, as attached at **Schedule "A"**, is incorporated into this Order in its entirety and forms part of this Order, and the definitions in the Settlement Agreement shall be applied in interpreting this Order;
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. The Settlement Agreement is fair, reasonable and in the best interests of the Alberta Settlement Class;
4. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, SA 2003, c C-16.5 and shall be implemented in accordance with its terms and the terms of this Order;
5. This Order, including the Settlement Agreement, is binding upon the representative plaintiffs and all members of the Alberta Settlement Class who have not validly opted-out (collectively, the "Alberta Settlement Class Members", each an "Alberta Settlement Class Member"), and CertainTeed;
6. The following parties have validly exercised their right to opt-out and are not Alberta Settlement Class Members:
 - a. Cumberland Senior Care Corp./ East Cumberland Lodge;
 - b. Syndicat des coproprieties;
 - c. Denis Hudon;
 - d. Corridor Developments;
 - e. Mélanie Marois;
 - f. Les Soeurs de l'Assomption de la Sainte-Vierge;
 - g. Robert and Carole Legault;
 - h. Strata Plan BCS 3398;
 - i. Strata Plan BCS 3018;
 - j. La Cite des Arts du Cirque;
 - k. Donald Baker and Lynn Lemkay;

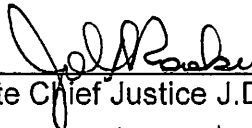
- I. Donald Grenier and Sylvie Boissonnboult; and
 - m. Francine Larche.
7. This Order, including the Settlement Agreement, is binding upon each Alberta Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rule 2.11 of the *Alberta Rules of Court* are dispensed with in respect of the proceedings;
8. Upon the Effective Date, each Alberta Settlement Class Member shall consent to and shall be deemed to have consented to the dismissal as against the Released Persons of any other actions or proceedings in Canada he, she or it has commenced, without costs and with prejudice;
9. Upon the Effective Date, each of the Releasing Parties who have not validly opted-out of the proceedings has released and shall be conclusively deemed to have forever, finally and absolutely released the Released Persons from all claims released under the Settlement Agreement (the "Released Claims");
10. Upon the Effective Date, each of the Releasing Parties shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim, proceeding, complaint or demand against, or collect or seek to recover from, any Released Persons or any other person or persons who will or could bring or commence or continue any claim, crossclaim, claim over or any claim for contribution, indemnity or any other relief against any Released Persons in respect of any Released Claims, and are permanently barred and enjoined from doing so;
11. The use of the terms "Releasing Parties" and "Released Claims" in this Order does not constitute a release of claims by those Alberta Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors;

12. Instead of releasing the claims against the Released Persons upon the Effective Date, each Alberta Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to sue or make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Released Persons in respect of or in relation to the Released Claims;
13. For purposes of enforcement of this Order and the Settlement Agreement, this Court will retain an ongoing supervisory role and CertainTeed acknowledges the jurisdiction of this Court and attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order subject to the terms and conditions set out in the Settlement Agreement and this Order;
14. No Released Person shall have any responsibility or liability relating to the administration of the Settlement Agreement or the administration, investment, or distribution of the Trust Account;
15. Subject to the provisions of the Settlement Agreement, the Settlement Amount, plus accrued interest less any monies paid out pursuant to the Settlement Agreement, shall be held in trust for the benefit of the Alberta Settlement Class and the BC Settlement Class, pending further order of the Courts;
16. The form of notice of settlement approval (the "Post-Approval Notice") is hereby approved substantially in the form attached hereto as **Schedule "B"**;
17. The plan of dissemination for the Post-Approval Notice is hereby approved in the form attached hereto as **Schedule "C"**;
18. Mark Tweedy and Maxime Nasr are appointed as Independent Claims Reviewers pursuant to section 6.19 of the Settlement Agreement;
19. An honorarium of \$1,250.00 shall be awarded to each of the representative plaintiffs, Tom Hansen and Melanie Hansen, to be paid from the Settlement Amount;

20. On notice to the Court, but without further order of the Court, the Parties to the Settlement Agreement may agree to reasonable extensions of time to carry out any of the provisions in the Settlement Agreement;
21. Class Counsel will report to the Court before the end of March every year in respect of the status of the Claims Program, including as to the remaining funds available from the Settlement Amount, and at the end of year six (6) shall seek advice and directions from the Court as to the continuation of the Claims Program, if the Settlement Amount has not been exhausted;
22. Except as aforesaid, the proceeding be and is hereby dismissed against CertainTeed without costs and with prejudice; and


Endorsement of this Order

23. This Order may be endorsed in counterpart, electronically or by facsimile




Associate Chief Justice J.D. Rooke
Feb 13/17

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Ward K. Branch, QC
Counsel for the Plaintiff



Signature of Brad W. Dixon
Counsel for CertainTeed Corporation