

Court File No. S-145848  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN JARDINE and GAIL FISH

PLAINTIFFS

AND:

CERTAINTEED CORPORATION

DEFENDANT

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

---

ORDER MADE AFTER APPLICATION  
Settlement Approval

---

BEFORE the Honourable Justice Masuhara

} February 17, 2017

ON THE APPLICATION of the Plaintiffs, coming on for hearing at 800 Smithe Street, Vancouver, B.C. on February 17, 2017;

ON HEARING the submissions of Luciana P. Brasil, counsel for the Plaintiffs and Brad W. Dixon, counsel for the Defendant;

AND ON READING the pleadings and materials filed;

AND ON BEING ADVISED that the Plaintiffs have entered into an agreement with CertainTeed Corporation ("CertainTeed") 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 BC Settlement Class;
4. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50 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 BC Settlement Class who have not validly opted-out (collectively, the "BC Settlement Class Members", each a "BC Settlement Class Member"), and CertainTeed;
6. The following parties have validly exercised their right to opt-out and are not BC 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;
  - l. Donald Grenier and Sylvie Boissonnboult; and
  - m. Francine Larche.
7. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the proceedings;

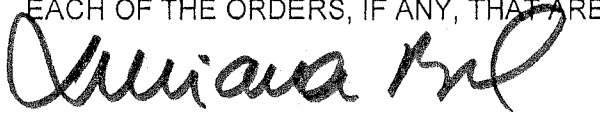
8. Upon the Effective Date, each BC Settlement Class Member shall consent to and shall be deemed to have consented to the dismissal as against the Released Persons of any other actions or proceedings in Canada he, she or it has commenced, without costs and with prejudice;
9. Upon the Effective Date, 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 BC Settlement Class Members;
12. Instead of releasing the claims against the Released Persons upon the Effective Date, each BC Settlement Class Member 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 BC Settlement Class and the Alberta 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 \$2,500.00 shall be awarded to each of the representative plaintiffs, John Jardine and Gail Fish, 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. For at least six (6) years following the Effective Date and until the Settlement Amount is exhausted, CertainTeed shall advise any Settlement Class Member who contacts CertainTeed about a claim or possible claim in respect of the Siding of the existence of the Claims Program and direct them to the Claims Administrator;
23. Except as aforesaid, the proceeding be and is hereby dismissed against CertainTeed without costs and with prejudice; and

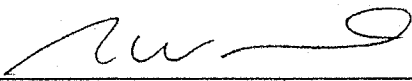
**Endorsement of this Order**

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

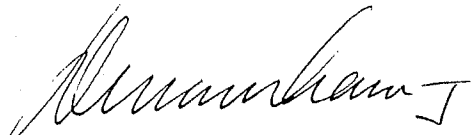
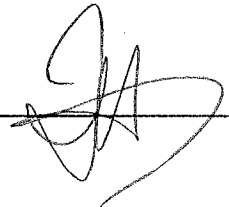
THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Luciana P. Brasil  
Counsel for the Plaintiffs

f- 

Signature of Brad W. Dixon  
Counsel for the Defendant, CertainTeed Corporation

  
By the Court  
Registrar

**SCHEDULE "A"**

**CANADIAN CERTAINTEED FIBER CEMENT SIDING CLASS ACTION  
NATIONAL SETTLEMENT AGREEMENT**

Made as of July 1, 2016

Between

**JOHN JARDINE, GAIL FISH, TOM HANSEN and MELANIE HANSEN**  
(the "Named Plaintiffs")

and

**CERTAINTEED CORPORATION**  
(the "Defendant")

**NATIONAL SETTLEMENT AGREEMENT**

This National Settlement Agreement (the “Agreement”) dated as of July 1, 2016, is made between the Named Plaintiffs defined below, on behalf of themselves and the Settlement Classes defined below, and CertainTeed Corporation (“CertainTeed”), to settle and compromise the Litigation and to discharge the Released Persons as set forth herein. This Agreement includes the following exhibits:

- Exhibit 1      Claim Form
- Exhibit 2      Notice to Class
- Exhibit 3a     Preliminary Approval Order in BC Litigation
- Exhibit 3b     Preliminary Approval Order in Alberta Litigation
- Exhibit 4      Press Release
- Exhibit 5a     Final Approval Order in BC Litigation
- Exhibit 5b     Final Approval Order in Alberta Litigation
- Exhibit 6.     Opt-Out Form
- Exhibit 7.     Notice Plans

**1.      DEFINITIONS**

1.1.    As used in this Agreement, the following terms shall have the following meanings:

- a.      “Agreement” means this National Settlement Agreement and all Exhibits attached to it.
- b.      “Alberta Litigation” means Court of Queen’s Bench of Alberta, Edmonton Registry, Action No. 1603-11555.
- c.      “Alberta Settlement Class” means all individuals and entities resident in Canada, except for British Columbia, that as of July 1, 2016 own homes, residences, common property, buildings, or other structures located in Canada, on which the Siding was installed on or before July 1, 2016. Excluded from the Alberta Settlement Class are:
  - i.      all individuals and entities who timely exercise their right to opt out of this Agreement in accordance with Section 11 of this Agreement;



- ii. CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors.
- d. "BC Litigation" means Supreme Court of British Columbia, Vancouver Registry, Action No. S-145848.
- e. "BC Settlement Class" means all individuals and entities resident in British Columbia that, as of July 1, 2016 own homes, residences, common property, buildings, or other structures located in Canada, on which the Siding was installed on or before July 1, 2016. Excluded from the BC Settlement Class are:
  - i. all individuals and entities who timely exercise their right to opt out of this Agreement in accordance with Section 11 of this Agreement;
  - ii. CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors.
- f. "CertainTeed" or "Defendant" means Defendant CertainTeed Corporation and any of its subsidiaries, affiliates, parent companies, successors, predecessors, assigns or divisions, and any current or former officer, director, employee or shareholder of CertainTeed.
- g. "Claimant" means a Settlement Class Member who submits a Claim Form under the terms of this Agreement.
- h. "Claim Form" means the form and supporting documentation that Settlement Class Members must submit to obtain a remedy under this Agreement. The Claim Form shall be substantially in the form attached as Exhibit 1 to this Agreement.
- i. "Claims Administrator" means Analytics Consulting, LLC, who shall provide Notice to the Settlement Classes and administer the Claims Program as set forth herein.
- j. "Claims Program" means the program set forth in Sections 6.1 through 6.31 of this Agreement.
- k. "Claims Package" means a completed Claim Form, photographs, and other documents as required under the Claims Program and which are submitted in support of an Eligible Claim.
- l. "Claims Submission Period" means the time period of six (6) years from the Effective Date of this Agreement during which time Settlement Class

Members may submit Claim Forms in accordance with the Claims Program, or as extended pursuant to Section 7.4.

- m. "Class Counsel" means Branch MacMaster LLP.
- n. "Class Period" means the time period from January 1, 1999 through July 1, 2016.
- o. "Common Issue" means, was the Siding sold in Canada during the Class Period defective?
- p. "Courts" means the Supreme Court of British Columbia and the Court of Queen's Bench of Alberta.
- q. "Effective Date" means either: (a) the date of the last of the Final Approval Orders by the Courts if no objections are timely filed; (b) the expiration date of the time for filing notice of any appeal from the Final Approval Orders by the Courts if objections are filed but no appeal is filed; or (c) if an appeal is filed, the date of final dismissal of any appeal from the Final Approval Orders.
- r. "Eligible Claim" means a claim by a Settlement Class Member for which the Settlement Class Member has demonstrated that Qualifying Damage exists and the claim is not deemed ineligible for any other reason as set forth in this Agreement.
- s. "Final Approval Hearing" means the hearing following appropriate notice to the Settlement Classes and an opportunity for Settlement Class Members to exclude themselves from the Settlement Classes or file objections to all or part of the Agreement, at which time the Parties will request the Courts to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed Agreement and to enter Final Approval Orders.
- t. "Final Approval Orders" means the orders to be entered by the Courts following the Final Approval Hearing.
- u. "Independent Claims Reviewer" means an independent third-party administrator to handle appeals under the Claims Program as set forth in Sections 5 and 6.
- v. "Independent Inspector" means a third-party inspector appointed pursuant to Section 6.20 to conduct inspections of Settlement Class Member's Siding as set forth in Sections 6.18 and 6.20.
- w. "Litigation" means the Alberta Litigation and the BC Litigation.

- x. "Named Plaintiffs" are the Plaintiffs in the Litigation, Tom Hansen, Melanie Hansen, John Jardine and Gail Fish.
- y. "Notice" means the Notice of Proposed Settlement to be sent to the Settlement Classes, pursuant to the terms of the Preliminary Approval Orders or Final Approval Orders.
- z. "Opt-Out Form" means the form or letter substantially in the form of Exhibit 6 attached to this Agreement by which Settlement Class Members may opt out of the Settlement Classes.
- aa. "Parties" means the Named Plaintiffs and Defendant.
- bb. "Preliminary Approval Orders" means the orders approving the Notice and certifying the Litigation as class proceedings against the Defendant.
- cc. "Qualifying Damage" to Siding means damage caused by a defect in the Siding that is manifested as shrinkage between the ends of Siding in excess of 3/16" except that for Siding installed abutting windows, doors or trim, shrinkage must exceed 5/16". In addition, Siding with warping, buckling or bowing in excess of 1/2", field and edge cracking through the board, or delamination is also Qualifying Damage.
- dd. "Released Persons" means CertainTeed and any person, entity, distributor, seller or contractor that sold, supplied or distributed the Siding, except for any claim against any such Released Person on the ground that the Released Person actually installed the Siding in breach of duty to the Settlement Class Member.
- ee. "Releasing Parties" means all Settlement Class Members who do not properly and timely opt out of the Settlement Classes pursuant to the terms of this Agreement.
- ff. "Settlement Amount" means the all-inclusive sum of CAD \$7,250,000.00.
- gg. "Settlement Classes" means the Alberta Settlement Class and the BC Settlement Class.
- hh. "Settlement Class Member" means a member of the Alberta Settlement Class or the BC Settlement Class who is not excluded. The words "he" or "his" as used in the Agreement may refer to a Settlement Class Member, regardless of gender, to an entity, or to a political subdivision.
- ii. "Settlement Website" means a website established pursuant to Section 10.10 of this Agreement.

- jj. "SureStart Period" means the period of eligibility for SureStart Protection, as provided for in the Limited Warranty that accompanied the purchase of the Siding.
- kk. "Siding" means CertainTeed WeatherBoards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16" Trim installed on or before July 1, 2016.
- ll. "Trust Account" means an interest bearing trust account at a Canadian Schedule 1 bank under the control of the Claims Administrator for the benefit of the Settlement Class Members.
- mm. "Wall Section" means that section of a wall on a Settlement Class Member's home or other structure on which the Siding is contiguous.

## 2. RECITALS

2.1. The Named Plaintiffs commenced the Litigation, seeking to recover damages on behalf of themselves and a class of building owners who had owned homes or other buildings with allegedly defective Siding installed on a building from 1999 to the present.

2.2. CertainTeed manufactured the Siding until February 2014, at which time it sold its Siding business.

2.3. CertainTeed denies all allegations of fault, wrongdoing, or liability made by the Named Plaintiffs or any of the plaintiffs in the Litigation.

2.4. Since at least 2013, Class Counsel have conducted an extensive investigation of the facts and circumstances related to the Litigation, including consulting with counsel in similar litigation in the United States, reviewing the information and evidence obtained regarding the facts and circumstances alleged in the Litigation, and researching and studying the legal principles applicable to the issues of liability, damages, jurisdiction, and procedure.

2.5. The Parties have engaged in extensive, arms-length negotiations regarding the settlement of claims involving the Siding.

2.6. The Named Plaintiffs, through Class Counsel, have evaluated the time and expense that will be necessary to prosecute these cases to final judgment, the delays that are likely before any judgment may be entered, and the uncertainty inherent in predicting the outcome of any complex litigation such as this and, based upon such evaluation, have concluded that further proceedings in these actions are likely to be protracted, complex and expensive, and that the outcome is highly uncertain.

2.7. Without conceding any lack of merit of any of their claims, and assuming that the Courts will certify a national settlement class, the Named Plaintiffs and Class Counsel have concluded that it is in the best interests of the Settlement Class Members to settle these actions on the terms set forth herein, and that the settlement with CertainTeed embodied in this Agreement is fair, reasonable and adequate to the Named Plaintiffs and the Settlement Class Members.

2.8. While denying any fault, wrongdoing, or liability, and relying on the provisions of this Agreement that the settlement embodied herein shall in no event be construed as or deemed to be evidence of an admission or a concession on the part of CertainTeed of any fault, wrongdoing, or liability whatsoever, or that any of the allegations in the Litigation are true, and without conceding any infirmity in its defenses, CertainTeed 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.

2.9. For the above reasons, it is hereby agreed by and between CertainTeed and the Named Plaintiffs, acting for themselves and the Settlement Classes that, except as specifically stated to the contrary in this Agreement, all of the allegations, claims, demands, causes of action, and liabilities, which have been or could have been asserted by the Named Plaintiffs on behalf of

the Settlement Classes against CertainTeed relating to, arising out of, or in connection with any of the allegations made in the Litigation, shall be settled and compromised, and these actions shall be dismissed with prejudice, according to the terms and conditions set forth below in this Agreement.

**3. CLASS CERTIFICATION**

3.1. The Parties agree that the Litigation shall be certified as class proceeding (in the B.C. Litigation for a class of B.C. residents and in the Alberta Litigation for a class of persons resident in Canada, excluding British Columbia residents) against CertainTeed solely for purposes of settlement of the Litigation and the approval of this Agreement by the Courts.

3.2. The Named Plaintiffs agree that, in the applications for certification of the Litigation as a class proceeding and for the approval of this Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert are the Settlement Classes. The Named Plaintiffs acknowledge that CertainTeed agrees to the definition of the Common Issue for purposes of settlement only.

3.3. In the event this Agreement is not approved by the Courts, is terminated in accordance with its terms or otherwise fails to take effect, the Parties agree that any prior certification of the Litigation as a class proceeding, including the definition of the Settlement Classes and the statement of the Common Issue, shall be set aside on consent and shall be without prejudice to any position that any of the Parties may later take on any issue in the Litigation or any other litigation.

4. **CONSIDERATION TO SETTLEMENT CLASS MEMBERS**

4.1. Within forty-five (45) days of the execution of the Agreement by or on behalf of all parties, CertainTeed agrees to pay into the Trust Account CAD \$500,000.00 on account of the Settlement Amount. Within thirty (30) days of the Effective Date, CertainTeed agrees to pay CAD \$6,750,000.00 into the Trust Account in full satisfaction of: (i) all payment obligations under this Agreement; and (ii) any and all claims released under this Agreement against the Released Persons.

4.2. CertainTeed shall have no obligation to pay any amount other than the Settlement Amount, for any reason, pursuant to or in furtherance of this Agreement.

4.3. Once the Settlement Amount is paid by CertainTeed into the Trust Account in accordance with Section 4.1, that sum will be received by the Claims Administrator in trust in full satisfaction of all payment obligations under this Agreement and in full satisfaction of the claims released under this Agreement against the Released Persons by the Releasing Parties.

4.4. The Settlement Amount shall be used by the Claims Administrator to pay the approved costs of notice, translation and claims administration, including the Claims Administrator. In addition, the Settlement Amount shall be used to pay an award of Class Counsel fees and costs, and an honorarium award to the Named Plaintiffs, all as ordered by the Courts, and all Eligible Claims.

4.5. No funds may be drawn from monies paid on account of the Settlement Amount prior to the Effective Date except funds to cover the cost of Notice, translation, and the Claims Administrator's preliminary expenses. If the Agreement is not ultimately approved, neither the Named Plaintiffs, the Settlement Classes nor Class Counsel shall have any obligation to

reimburse CertainTeed for the funds actually expended for these purposes. However, unexpended funds shall be returned to CertainTeed.

4.6. CertainTeed shall have no obligation to make any payments under this Agreement, except as set forth in this Agreement. CertainTeed will be responsible for any payment of claims submitted during the SureStart Period for the Siding that are eligible for a SureStart Protection payment.

4.7. The fees and expenses of the Claims Administrator shall be subject to review and approval by the Courts prior to payment.

4.8. All interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

4.9. Subject to Section 4.10 of this Agreement, all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the Settlement Amount shall be paid from the Trust Account.

4.10. CertainTeed shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to CertainTeed who, in such case, shall be responsible for the payment of all taxes on such interest.



5. **CLAIMS ELIGIBLE FOR A REMEDY UNDER THE SETTLEMENT**

5.1. A Settlement Class Member shall have an Eligible Claim and be entitled to a remedy under this Agreement if they show that the Siding on the building at issue has suffered Qualifying Damage and their claim is not excluded by Section 5.3 of this Agreement.

5.2. Within ten (10) days of the Effective Date, CertainTeed will provide the Claims Administrator with a list of all persons that have asserted claims relating to the Siding installed on property in Canada and the status of the claim. CertainTeed will cooperate with the Claims Administrator in providing additional information as needed, including the copying of any claims file in CertainTeed's possession relating to a Settlement Class Member.

5.3. A claim is not eligible for monetary relief under this Agreement if:

- a. The Settlement Class Member has already settled or resolved their claim, or portion of their claim, except as set forth in Section 5.4 of this Agreement. Claims or portions of claims that have been settled or resolved include: (i) claims or portions of claims that have been resolved with a final judgment or dismissal in any court of law, whether or not favorable to the claimant; or (ii) claims or portions of claims that have been settled as evidenced by a written release of CertainTeed; or (iii) claims or portions of claims for which a Settlement Class Member has received compensation for replacement siding, such as by a cheque for Siding or labour cost that has been cashed, or for which CertainTeed has issued compensation directly to a distributor or builder for Siding or labour cost provided to the benefit of a Settlement Class Member; or (iv) claims or portions of claims for which a Settlement Class Member has received replacement material by redeeming a material authorization letter from CertainTeed; or
- b. The claim is based upon Siding that was installed either before or after the Class Period.

5.4. A Settlement Class Member who has resolved through warranty, settlement or adjudication a claim against CertainTeed relating to the Siding on a Wall Section that is different from the subject of the current claim will be deemed to have an Eligible Claim with respect to the Wall Section that was not the subject of the prior warranty, settled, or dismissed claim. If a Claimant still has a valid SureStart warranty, they must first make a claim with CertainTeed under that warranty. The Claimant may, after accepting compensation under the SureStart warranty, make a claim under this Agreement but only to recover that amount which exceeds what they already received from CertainTeed.

5.5. This Agreement does not extinguish Settlement Class Members' warranty rights under their Limited Warranties that accompanied their purchase of the Siding. Where Qualifying Damage manifests during the Claims Submission Period, excepting only any available SureStart warranty claim, a claim under this Agreement is the exclusive remedy available. Following the Claims Submission Period, as for as long as their Limited Warranties remain in effect, all Settlement Class Members can pursue a warranty claim under their Limited Warranties for any portion of the Siding that has not already been subject to relief from CertainTeed or through this Agreement.

5.6. If a Settlement Class Member does not have an Eligible Claim, they are not entitled to any remedy under this Agreement. Each Eligible Claim must be submitted and processed in accordance with the Claims Program described below.

5.7. This Agreement includes claims for damage to all portions of a Settlement Class Member's structure above the house wrap (weather barrier) affixed to the structure, including but not limited to, house wrap (weather barrier), framing, replacement trim, rain screen, and paint, as well as any labour incurred to correct said damage. This Agreement does not include claims for

damage to any interior part of a Settlement Class Member's structure beneath the house wrap (weather barrier) affixed to the structure. Such claims for interior damage are expressly not released by the terms of this Agreement. CertainTeed retains all legal and factual defenses available to it with respect to any claims for damage to any interior part of a Settlement Class Member's structure.

**6. CLAIMS PROGRAM PROCEDURES**

6.1. The Claims Program will commence in accordance with the terms and conditions of this Agreement no later than ten (10) days after the Effective Date. Class Counsel and the Claims Administrator will jointly establish all policies and procedures involved in processing Eligible Claims under the terms of this Agreement, subject to approval by the Courts.

6.2. All claims under the Agreement will be commenced by filing with the Claims Administrator a Claims Package, which shall include the Claim Form attached as Exhibit 1 to this Agreement, photographs, and other documents required pursuant to this Section 6 of the Agreement. Any Settlement Class Member who believes that they may have an Eligible Claim may visit the Settlement Website to submit a claim electronically or download a Claim Form so that it may be mailed to the Claims Administrator. Settlement Class Members who do not have access to the Settlement Website may contact the Claims Administrator by telephone or in writing to request a Claim Form. The Claims Administrator shall promptly assign a claim number and provide one of the Claim Forms to every person requesting one. If a person requests a Claim Form during the Claims Submission Period, but receives it after the Claims Submission Period has passed, they will be granted another sixty (60) days to complete and return a Claims Package from the date when the Claim Form was sent.

6.3. In order to recover under this Claims Program, a Settlement Class Member requesting a remedy under the Agreement shall provide information deemed sufficient by the Claims Administrator acting in good faith to determine whether they have an Eligible Claim.

6.4. To recover under the Claims Program, a Settlement Class Member must properly complete a Claim Form, substantially in the form of Exhibit 1 attached to this Agreement, and provide all required supporting documentation. The Claims Administrator may determine in the case of a Settlement Class Member who previously submitted a claim to CertainTeed that the documents provided to CertainTeed are adequate to support the claim.

6.5. When a Settlement Class Member submits a Claim Form, they must also submit any one of the following to substantiate product identification:

- a. photographs of the cladding and the structure sufficient to establish that the cladding installed on the property is the Siding; or
- b. reliable and contemporaneous documentary proof of purchase and installation of Siding, such as an invoice from a builder and evidence of payment or building inspection documents. Bids shall not be acceptable; or
- c. A prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that any cladding on the structure includes the Siding.

6.6. Each Claimant who submits a Claim Form shall make their best effort to submit photographs of sufficient quality to establish the condition of the Siding in sufficient detail and quality that evaluation of the claim may be made and the nature and extent of any affected areas can be determined. All photographs or storage devices (e.g., CDs, DVDs, thumb drives) containing digital photos should be labeled by the Claimant with the Claimant's name and address, and should identify the location on the building of the wall shown. The Claimant shall provide one (1) or more photographs showing each wall of the structure from a distance

sufficient to show the entire structure and a minimum of two (2) photographs of each wall that is the subject of the claim showing the condition of the Siding. The Claimant must identify exactly what wall/location is depicted in each photo. A Claimant shall cooperate to provide such other information as reasonably is needed to determine if they have an Eligible Claim.

6.7. Claimants shall be required to solemnly declare that information or material submitted to the Claims Administrator is true and correct and that the photographs submitted are typical of the damage to the Siding for which the Claimant seeks a remedy under the Agreement. Claimants shall be required to sign any Claim Forms and, in so doing, further agree to cooperate with the Claims Administrator and permit inspection of the structure(s) if deemed necessary by the Claims Administrator.

6.8. Upon ten (10) business days prior written notice to Class Counsel, the Claims Administrator shall have the authority to reduce or deny any claim where 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, and to take such other actions as may be appropriate to prevent such practices in the future. A denial of a claim based upon fraudulent practices may only be appealed to the Courts, and not the Independent Claims Reviewer.

6.9. Claimants may not utilize third party claim services or similar services to file claims in the Claims Program established by this Agreement, except that a Settlement Class Member may engage a bona fide contractor to assist with necessary measurements or product identification. Settlement Class Members shall not be permitted to assign claims under the Claims Program to any person who assists with their claim under this Section 6.9 of the Agreement.

6.10. Data and information on Claim Forms and all supporting documentation shall be confidential and proprietary. All claims information created or obtained by the Claims Administrator shall be available to Class Counsel and CertainTeed upon request at any time. No materials submitted by any Claimant, including photographs, will be returned to the Claimant.

6.11. Claim Forms shall be submitted by Claimants to the Claims Administrator. For all Claim Forms submitted prior to the Final Approval Order, the Claims Administrator shall electronically scan each form and any supporting documentation into folders in the Claims Administrator's claim repository and an electronic database and shall manage the information so that it is accessible within thirty (30) days after the entry of the Final Approval Orders. For all Claim Forms submitted after the Final Approval Orders, the Claims Administrator will scan Claim Forms within five (5) business days after the Claim Forms are received. The Claims Administrator shall have processes and procedures in place to allow subsequent submissions to be properly tracked and joined to original filings. All information about Settlement Class Members in the Claims Administrator's claim repository shall be available to Class Counsel and CertainTeed and shall be provided upon ten (10) business days' written notice.

6.12. The Claims Administrator shall review the Claim Forms and any supporting documentation to determine a Claimant's eligibility and whether the form is complete and includes all of the required supporting documentation necessary to establish an Eligible Claim. If the Claimant has not established an Eligible Claim, the Claims Administrator shall send a letter to the Claimant notifying the Claimant of that fact. The letter to the Claimant shall provide the reason why the Claimant has not shown an Eligible Claim. If applicable, the Claims Administrator shall explain what additional material is needed and provide an opportunity to cure any deficiency. A Claimant shall be given two (2) opportunities to remedy any deficiency

in his claim. If the Claimant does not resolve the identified deficiencies within thirty (30) days from the date of the second deficiency letter, the claim shall be denied. The second deficiency letter shall so advise the Claimant that if the Claimant does not resolve the identified deficiencies within thirty (30) days from the date of the second deficiency letter, the claim shall be denied. The second deficiency letter shall be sent to Class Counsel at the same time it is sent to the Claimant. Any communications required in the administration of a claim may be sent by email if the Claimant consents in writing to receive notifications and correspondence by email. The Claims Administrator shall have no duty to process claims under this Agreement prior to the Effective Date of this Agreement.

6.13. The Claims Administrator may contact the Claimant in connection with its processing and evaluation of the Claims Package, including by telephone and email, but all communications (whether written, by email, or by telephone) shall be documented and preserved in the claims repository and electronic database referred to in this Section 6.11 until this Agreement is fully completed.

6.14. Claims will be evaluated based on photographs and information provided by the Claimant. The Claims Administrator, however, after providing written notice to Class Counsel, may inspect any structure that is the subject of a claim if, in the Claims Administrator's determination, such examination is reasonably necessary. In the event an inspection is needed, the Claims Administrator shall use reasonable efforts to complete such inspection within sixty (60) days of the receipt of a complete and valid Claims Package from the Claimant, but shall receive an additional sixty (60) days upon request in the event that weather conditions or the volume of claims affect the Claims Administrator's ability to proceed on a timely basis.

6.15. When an evaluation is based on photographs, the Claims Administrator will make a good faith estimate of the number of boards (or panels) on the Wall Section that is subject to the claim. Claimants shall cooperate with the Claims Administrator in order to reach agreement on the number of boards (or panels) on the Wall Section. The Claimant may provide the Claims Administrator with detailed measurements on a wall-by-wall basis, at the Claimant's expense, and shall provide all relevant information in the Claimant's possession that may assist the Claims Administrator in his determination of the measurements. Claimants who do not provide the Claims Administrator with the detailed measurements may not proceed to review by the Independent Claims Reviewer on the issue of measurement.

6.16. The Claims Administrator shall have ninety (90) days from the receipt of a completed Claims Package, or completed inspection, whichever is later, to complete its evaluation of each submitted and completed claim and to notify the Claimant of the result of that evaluation.

6.17. A Claimant who receives and cashes a payment following the acceptance of a claim in whole or in part has accepted the offer under this Section 6.17 and may not object to or contest the Claims Administrator's decision with respect to his claim.

6.18. If the Claims Administrator denies a claim, the Claimant shall have the right to appeal the denial to the Independent Claims Reviewer, appointed pursuant to Section 6.19. Class Counsel will be provided written notice of all denials of claims, whether partial or complete denials, contemporaneously with the notice provided to the Claimants. The following procedures will govern any such appeal:

- a. The Claimant will have 30 days from his receipt of notice of the denial to request an independent review by the Independent Claims Reviewer;



- b. The Independent Claims Reviewer shall review the Claims Package, and such other related information as the Claimant, Class Counsel, or the Claims Administrator may submit, and shall make a determination within 90 days of whether he or she concurs with the Claims Administrator's evaluation;
- c. In any such appeal, the Independent Claims Reviewer, Class Counsel, or the Claims Administrator may request that an Independent Inspector, appointed pursuant to Section 6.20, visit the premises and evaluate the claim pursuant to the terms of this Agreement. Such an inspection by the Independent Inspector must be requested within 30 days of the request for a review by the Independent Claims Reviewer and such inspection must be completed within 45 days of the inspection request, weather permitting. The Independent Inspector will submit a report to the Claimant, Class Counsel, the Claims Administrator, and the Independent Claims Reviewer within 10 business days following the inspection;
- d. Following receipt of the report of the Independent Inspector, the Claimant, Class Counsel, and the Claims Administrator will have 30 days to submit additional information to the Independent Claims Reviewer;
- e. Either the Claims Administrator or Class Counsel and Claimant may meet with the Independent Claims Reviewer in connection with the review of any claim or to present evidence (including in the form of declarations) in support of or in opposition to the Claims Administrator's evaluation of the claim. In the event that either the Claims Administrator or the Claimant or Class Counsel invokes this option, the other parties shall always be provided with written notice of such meeting and the opportunity to attend;
- f. The Independent Claims Reviewer shall provide a written determination, setting forth the basis for his decision. In conducting his review of claims,

the Independent Claims Reviewer shall review the record of the claim, including any inspection results, and shall evaluate the claim in accordance with the provisions of this Agreement;

- g. The Independent Claims Reviewer will make a final decision on the claim within 15 days after the expiration of the 30 day period for submission of additional information. The Independent Claims Reviewer will submit a report in writing to the Claimant, Class Counsel and the Claims Administrator;
- h. The Independent Claims Reviewer may provide only the remedies provided for by this Agreement, and may not award any other relief with respect to any claim governed by this Agreement;
- i. The Claims Administrator will provide any remedy issued by the Independent Claims Reviewer within 30 days of receipt of his decision; and
- j. Any dispute whether a Claimant has properly complied with the claims procedure set forth in this Agreement will be resolved by the Independent Claims Reviewer.

6.19. The Independent Claims Reviewer shall be selected by Class Counsel, subject to approval by the Courts. Each Independent Claims Reviewer shall serve for a six month term, which may be renewed by Class Counsel for subsequent six month terms. The Independent Claims Reviewer shall have a continuing obligation to be neutral and unbiased for the duration of their appointment and shall inform Class Counsel in the event of any conflict of interest.

6.20. An Independent Inspector shall be selected by the Independent Claims Reviewer in the event that an inspection is requested. The Independent Inspector shall have a continuing obligation to be neutral and unbiased and shall inform the Independent Claims Reviewer and

Class Counsel in the event of any conflict of interest. The Independent Inspector may be requested to inspect more than one Claimant's building.

6.21. The Independent Claims Reviewer shall maintain and preserve written records of all activities in a computerized database electronically accessible to Class Counsel and CertainTeed in a secure, read-only environment and shall provide such periodic and special reports as the Courts and Class Counsel may request.

6.22. Class Counsel shall have the right to audit the work of the Independent Claims Reviewer at any time.

6.23. In the event that Class Counsel or CertainTeed believes that the Independent Claims Reviewer or the Claims Administrator is not properly applying the terms of this Agreement, or in the event that there is a question concerning the application of the terms of this Agreement generally or with respect to an individual claim by any of them, then:

- a. the objecting Party's counsel shall notify counsel for the other Party to this Agreement in writing of the concern; and
- b. any obligation to provide a remedy for a disputed claim shall be suspended until thirty (30) days after such dispute is resolved by mutual agreement or on application to the Courts, at which time the remedy, if any is appropriate, shall be provided within thirty (30) days thereafter.

6.24. In no event shall CertainTeed or Class Counsel have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator, the Independent Claims Reviewer, the Independent Inspector, or any of their agents, employees or contractors.

6.25. In situations in which a Claimant has listed or advertised his or her home for sale, or where there is alleged damage to the interior of the structure caused by the alleged non-

performance of the Siding, the Claims Administrator, the Independent Claims Reviewer, and the Independent Inspector, will use best efforts to expedite the claims procedure.

6.26. Claimants may submit another claim once every year from the date that the Claimant receives notice of the denial of his claim by the Claims Administrator or the Independent Claims Reviewer, provided the date of such subsequent claim is within the applicable Claims Submission Period of the Claims Program and the provisions of this Agreement. A Claimant may request that a new claim be submitted less than one (1) year from the date of the previous denial if the Claimant can demonstrate that such new claim is necessary to mitigate structural damage. The request shall be made in writing to the Claims Administrator, who shall provide a copy of the request to Class Counsel within ten (10) business days.

6.27. Upon the sale of a property covered by this Agreement:

- a. The purchaser shall succeed to the rights of the Settlement Class Member by acquiring property covered by this Agreement and shall receive and succeed to all rights and obligations created by this Agreement, as limited by the terms and conditions of the Agreement, provided that the subsequent purchaser is qualified to assert a warranty claim in accordance with the transferability provisions of the CertainTeed Limited Warranty applicable to such Siding when it was installed.
- b. The seller may retain, pursuant to a written assignment agreement executed by the buyer and seller contemporaneously with the sale of the property, all rights and obligations created by the terms and conditions of the Agreement, provided that the Settlement Class Member's Claims Package is postmarked or otherwise received by the Claims Administrator no later than ninety (90) days after the later of the Effective Date of this Agreement or the completion of the sale of the property. The written assignment must be submitted with the Claims Package.

6.28. The Claims Administrator shall pay all fees and expenses incurred by the Independent Claims Reviewer and any Independent Inspectors in administering this Agreement from the Settlement Amount, as well as all costs of implementing and administering the Claims Program. Any dispute concerning the validity of fees and expenses incurred by the Independent Claims Reviewer(s) or the Independent Inspectors shall be resolved by the Courts.

6.29. Within forty-five (45) days of the first anniversary of the Effective Date, and annually thereafter until one (1) year after the expiration of the Claims Submission Period, the Claims Administrator shall serve on Class Counsel and CertainTeed a report identifying all Claimants whose claims have been resolved in the prior twelve (12) months, the remedy provided to each Claimant, and the basis for denying any claims asserted by any Claimant.

6.30. Class Counsel shall have the right to audit, at any time, the processing and disposition of claims submitted by Claimants to the Claims Administrator under this Agreement. In connection with such an audit, Class Counsel shall have the right to examine all books and records, hardcopy or electronic, maintained by the Claims Administrator related to the processing of claims under this Agreement.

6.31. The following provisions shall apply to the confidentiality of the Claims Program:

- a. all information relating to the Claims Program, processing, and inspections is confidential and proprietary and shall not be disclosed, except as necessary to CertainTeed, Class Counsel, the Independent Claims Reviewer, the Independent Inspector, and the Courts in accordance with the terms of this Agreement, and as required by legal process, except that a copy of any inspection report relating to an individual claim will be made available, upon request, to the Claimant involved;

- b. the Claims Administrator shall use personal information acquired as the result of this Agreement solely for purposes of evaluating and resolving claims under this Agreement;
- c. the Claims Administrator shall assign a manager (and disclose the identity of this person to Class Counsel) to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure performance with this Agreement;
- d. the Claims Administrator shall take security measures to prevent unauthorized access to personal information it obtains under this Agreement, as well as to prevent the loss, destruction, falsification, dissemination and leakage of such personal information;
- e. if it outsources the handling of personal information, the Claims Administrator shall ensure that outsourced companies take all necessary steps to ensure appropriate management of the information to prevent dissemination or leaks of personal or confidential information and prohibit re-use of such information for all other purposes; and
- f. the Claims Administrator shall respond immediately with appropriate measures when issues arise related to the confidentiality of a Settlement Class Member's information.

7. **REMEDY**

7.1. If the Claims Administrator or the Independent Claims Reviewer determines that the claim is an Eligible Claim, the Claimant will be eligible for the remedy pursuant to Section 7 of this Agreement.

7.2. Subject to the terms of Section 7, a Settlement Class Member with an Eligible Claim will receive cash compensation. The amount of compensation the Claimant will receive

shall be based on the cost to replace the Wall Sections of Siding with Qualifying Damage, as described in this Agreement. The value of the Siding with Qualifying Damage for which the Claimant is entitled to compensation will be calculated pursuant to the RS Means Building Costs Data, as applicable in Canada ("RS Means") as of the Effective Date and shall include the cost of replacement siding material, and other materials above the house wrap (weather barrier), labour and paint. Any compensation for the replacement of Siding with Qualifying Damage will be based on the schedule as set forth below, and the number of boards for which a Claimant is entitled to compensation shall be calculated based on the size of the Wall Section with Qualifying Damage as follows:

- a. if Qualifying Damage exists on 5% or greater of either the total number of boards or on boards which represent 5% or more of the total square footage on the affected Wall Section, the Claimant is eligible for compensation for the number of boards on the entire Wall Section;
- b. if the Claimant does not qualify for compensation for the entire Wall Section pursuant to Section 7.2(a) above, compensation will be based on the actual number of boards or panels with Qualifying Damage and will be pro-rated based on the actual number of boards with Qualifying Damage plus any necessary boards immediately above or below the affected boards; and
- c. after calculating the value of a claim, the following schedule will be applied to the value of each claim: the percentage is percentage of the RS Means value of the claim which the Claimant will be paid.

Date of Original Installation	Percent of RS Means at Effective Date
2013 or later	80%

2012	76%
2011	72%
2010	68%
2009	64%
2008	60%
2007	56%
2006	52%
2005	48%
2004	44%
2003	40%
2002	36%
2001	32%
2000	28%
1999	24%

7.3. Claimants are eligible for the remedies listed in this Section only if the Claim Form for the subject claim is postmarked or otherwise received by the Claims Administrator within six (6) years of the Effective Date of this Agreement. Claims that are denied based on untimely submission are not eligible for appeal to the Independent Claims Reviewer (however claims denied for untimely submission may be re-submitted pursuant to Section 7.4 if the Settlement Amount has not been exhausted). In order to ensure that the Settlement Amount is not depleted during the Claims Submission Period, the Claimant will receive an initial payment in the amount of fifty percent (50%) of the amount payable under Section 7.2(c) of this Agreement. At the end of the Claims Submission Period, the Claimant will receive a second



payment of the remaining fifty percent (50%) of the amount payable under Section 7.2(c) of this Agreement or, in the event that the remainder of the Settlement Amount is not sufficient to make such second payments to all Claimants in full, the second payment to each Claimant will be prorated based on the percentage that the remainder of the Settlement Amount is to the total that would otherwise be payable to all Claimants.

7.4. If the Settlement Amount has not been exhausted following the expiration of the Claims Submission Period, the Claims Submission Period will remain open for as long as there are remaining funds. The Claims Administrator will continue to accept claims from Settlement Class Members until the Settlement Amount is exhausted. Settlement Class Members who submit Eligible Claims during this extended period of time will receive a one-time payment for their claim according to the proration schedule in Section 7.2(c) of this Agreement, up to the point the Settlement Amount is exhausted. The Claims Administrator will pay claims in the order in which they are received after the end of the Claims Submission Period, until the Settlement Amount is exhausted.

**8. CLASS COUNSEL FEES AND HONORARIUM TO NAMED PLAINTIFFS**

8.1. Class Counsel will make an application to the Courts for an award of fees and costs in the Litigation to be paid exclusively out of the Settlement Amount. CertainTeed will not take a position on the application.

8.2. Class Counsel may make an application to the Courts for an honorarium award to the Named Plaintiffs to be paid exclusively out of the Settlement Amount. CertainTeed agrees that the Named Plaintiffs may be paid an honorarium over and above any amounts to which they may otherwise be entitled under the Agreement to compensate them for their roles and services

in connection with the Litigation. The amount of the honorarium paid to each Named Plaintiff shall be determined by Class Counsel and subject to approval by the Courts and shall be paid from the Settlement Amount.

**9. THE PRELIMINARY APPROVAL ORDERS**

9.1. The Parties shall submit this Agreement to the Courts and request that the Courts enter Preliminary Approval Orders in substantially the form of Exhibits 3a and 3b hereto, or as agreed by the Parties.

**10. NOTICE OF PROPOSED SETTLEMENT**

10.1. Notice of the proposed Settlement shall be provided to Settlement Class Members pursuant to the Preliminary Approval Orders of the Courts. All of the costs of Notice (such as the costs of printing, mailing, and postage) shall be paid out of the Settlement Amount.

10.2. Class Counsel and CertainTeed agree that reasonable notice of this Agreement consistent with the requirements of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and the *Class Proceedings Act*, SA 2003, c C-16.5 shall be given to the members of the Settlement Classes. To effectuate such notice, Class Counsel and CertainTeed have agreed to engage Analytics Consulting, LLC as the Notice provider and Claims Administrator.

10.3. Such notice shall include, but not be limited to: a) publication of summary notices pursuant to Section 10.4 of this Agreement; b) mailing of notices pursuant to Section 10.5 of this Agreement; c) the establishment of the Settlement Website; and d) the issuance of press releases pursuant to Section 10.6 of this Agreement. The text of the notices and the mechanisms for distributing the notices shall be subject to the approval of the Courts and shall be the responsibility of the Claims Administrator.

10.4. Summary notices, substantially in the forms attached hereto as Exhibit 2 of this Agreement (print, media and internet) shall be published as set out in Exhibit 7 attached to this Agreement. The publication notices shall be targeted to emphasize those areas where sales of Siding were the largest and from where claims have been submitted previously to CertainTeed.

10.5. A Notice, contained in Exhibit 2 attached to this Agreement, or in such other form as directed by the Courts, shall be mailed to each member of the Settlement Classes identified by the Parties through reasonable efforts, including all Settlement Class Members who have submitted a warranty claim for the Siding on their buildings, including each Settlement Class Member whose identity becomes known as a result of the notice published pursuant to Section 10.4 of this Agreement, above. The Notice shall also be mailed to all identifiable distributors in Canada of the Siding at the addresses last known to CertainTeed. CertainTeed shall provide the Claims Administrator with all of this information within ten (10) business days after issuance of the Preliminary Approval Orders. In the event that any Notice mailed to a potential Settlement Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Claims Administrator will promptly log each Notice that is returned as undeliverable and shall provide copies of the log to Class Counsel and CertainTeed. The Claims Administrator shall take reasonable steps to re-mail all undeliverable Notices to updated addresses obtained by other reasonable means.

10.6. Press Releases, substantially in the form of Exhibit 4 attached to this Agreement, shall be released through Canada Newswire. Press releases must be approved by CertainTeed and Class Counsel prior to publication.

10.7. At least ten (10) business days before the date of the Final Approval Hearing, the Claims Administrator shall file proof, by affidavit, of the aforesaid publications and mailings.

10.8. No later than the publication of the first notice to be published pursuant to Section 10.4 of this Agreement, the Claims Administrator shall cause a toll-free telephone facility to be established. The toll-free telephone number of such facility shall be included in the published notices. The telephone facility shall be capable of: (a) receiving requests for Claim Forms or the Notice of this Settlement described in Section 10.5 of this Agreement or any other materials described in this Section; (b) providing general information concerning deadlines for opting out of the settlement, Claim Forms, and the dates of relevant proceedings in the Courts, including the Final Approval Hearing; and (c) mailing materials to Settlement Class Members as provided in this Section. All costs associated with establishing and maintaining the toll-free telephone facility shall be paid by the Claims Administrator and reimbursed from the Settlement Amount.

10.9. The Claims Administrator shall mail Notices or Claim Forms to anyone requesting them. The Claims Administrator shall maintain records of all of its activities, including logs of all telephone calls received and all mailings, and shall maintain an electronic database reflecting the running tally of the calls received and number of and types of materials mailed by it in connection with this Agreement.

10.10. No later than the publication of the first Notice to be published pursuant to this Section, the Claims Administrator shall cause an internet website concerning the Agreement to be established, the contents of which must be approved by Class Counsel and CertainTeed. The website shall be maintained while the Claims Administrator is processing claims under this Agreement, or, if as a result of the evolution of the electronic communication media, the maintenance of the website is no longer practicable, the Claims Administrator shall establish a suitable alternative communications medium to make available information concerning the Agreement and the procedures for the submission of claims, for at least six (6) years after the

Effective Date. The internet address of the website shall be included in the published notices. The website shall provide: (a) generalized information concerning deadlines for opting out of the Settlement Classes, Claim Forms, and the dates of relevant proceedings in the Courts, including the Final Approval Hearing; (b) a listing of the toll-free phone number to be established pursuant to Section 10.8 of this Agreement; and (c) electronic copies of this Agreement, the Notices, the Claim Forms, and information concerning the submission of Claims Packages, that Settlement Class Members can download and print. The Claims Administrator shall cause to be maintained a record of activities relating to claims, including logs of inquiries to the internet website and downloads and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form.

10.11. CertainTeed shall additionally include in the section of its corporate website concerning warranty claims for Siding a conspicuous link to the Settlement Website and such link shall be maintained for at least six (6) years following the Effective Date, and until the Settlement Amount is exhausted.

## **11. SETTLEMENT CLASS MEMBERS' RIGHT OF EXCLUSION AND TO OBJECT**

11.1. A Settlement Class Member may opt out of the Settlement Classes. To exercise this exclusion right, the Settlement Class Member must fully complete the Opt-Out Form and send it via mail or personal delivery to Class Counsel. In seeking Preliminary Approval Orders, the Parties will request that the deadline for submission of Opt-Out Forms be set on a date sixty (60) days after the publication of the notice to be published pursuant to Section 10 of this Agreement. Exclusions sent by any Settlement Class Member to incorrect locations shall not be

valid. Should any dispute arise about the validity of an Opt-Out form, it shall be resolved by the Courts. Any Settlement Class Member who submits a timely request for exclusion shall not be permitted to object to the Agreement.

11.2. Any Settlement Class Member who has not timely and properly filed an Opt-Out Form shall be bound by this Agreement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt out of the Settlement Classes pursuant to this Agreement shall not be entitled to a remedy under or be affected by this Agreement, unless and until a written request to withdraw the Opt-Out Form is delivered to and approved by both CertainTeed and Class Counsel at their discretion, and such approval, if granted, shall be communicated by CertainTeed and Class Counsel to the Claims Administrator.

11.3. Class Counsel shall have the right to contact persons who submit Opt-Out Forms.

11.4. Within five (5) business days of the closing of the opt-out period, Class Counsel shall provide counsel for CertainTeed, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has submitted an Opt-Out Form from the Settlement Classes and attaching copies of all Opt-Out Forms.

11.5. In the sole discretion of CertainTeed, it may void this Agreement if the number of Settlement Class Members opting out reaches a level that, in CertainTeed's judgment, threatens to frustrate the essential purpose of the Agreement. CertainTeed will not take into account pending lawsuits of which it is aware in determining whether the number of opt-outs reaches such a level. CertainTeed shall advise Class Counsel and the Courts, in writing, of this election within ten (10) business days of receiving the list of opt-outs pursuant to Section 11.4 of this Agreement. 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.

11.6. A Settlement Class Member may object to the Agreement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via mail to Class Counsel. Class Counsel shall provide copies of all objections to CertainTeed and to the Courts prior to the Final Approval Hearing. The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, email address, if available, state the address(es) of the property or properties that may contain Siding, specify the number of units of residential property or other structures at each address containing Siding, and state the exact nature of the objection and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. Such objection must be postmarked or personally delivered on such schedule as the Courts may direct. In seeking Preliminary Approval Orders, the Parties will request that the deadline for submission of notices of objection shall be set on a date sixty (60) days after the publication of the Notice to be published pursuant to Section 10. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

## **12. FINAL APPROVAL ORDERS**

12.1. Prior to the Final Approval Hearing, Class Counsel shall file applications requesting that the Courts grant final approval of the settlement embodied in this Agreement.

12.2. For the Agreement to be effective, the Final Approval Orders shall be substantially in the form set out in Exhibits 5a and 5b attached to this Agreement, or as agreed by the Parties.

12.3. Notice of the final approval of the Agreement shall be provided to Settlement Class Members pursuant to the Final Approval Orders of the Courts. All costs of the Notice (such as the cost of printing, mailing and postage) shall be paid out of the Settlement Amount.

**13. EFFECTIVE DATE**

13.1. Unless, and only to the extent, otherwise provided herein, the obligations of the parties under this Agreement shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

**14. RELEASE**

14.1. Upon the entry of the last of the Final Approval Orders, all Settlement Class Members who have not properly and timely opted out of the Settlement Classes pursuant to the terms of this Agreement shall be conclusively deemed to have released and forever discharged on behalf of themselves and their agents (including homeowners' and condominium associations and strata corporations), subrogees, heirs, executors, administrators, successors, attorneys, representatives, and assigns, the Released Persons from each and every claim of liability, including relief under federal law or the law of any province, which arises out of the purchase, installation, and/or use of the Siding during the Class Period, including without limitation all claims or liability on account of or related to damage to, malfunction of, or failure of performance of the Siding, including, but not limited to, damage to any portion of a Settlement Class Member's structure above the house wrap (weather barrier), including the house wrap itself, which were alleged or could have been alleged in the complaints in this Litigation. Such release will not release the Released Persons from: (a) any obligations that CertainTeed has assumed under this Agreement; (b) any obligations under Limited Warranties that accompanied



purchase of the Siding, to the extent those claims may be pursued under Sections 5.4 or 5.5 of this Agreement; (c) any claims which do not arise from damage to, malfunction of, or failure of performance of the Siding; (d) any claim for damage to the back side of the wall plywood, structural sheathing or OSB towards the interior of the property; (e) any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury; and (f) obligations incurred by CertainTeed in settlements it has made with Settlement Class Members prior to the Effective Date. 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 lawyers' fees or expenses, which might otherwise have been made in connection with any claim relating to damage to the Siding itself.

14.2. This release includes all claims that the Settlement Class Members have or may hereafter discover 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 shall be deemed by the operation of the Final Approval Orders 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 damage to, malfunction of, or failure of performance of the Siding.

14.3. 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.

14.4. It is the intent of the Parties that no Releasing Party shall recover, directly or indirectly, any sums for claims released by operation of this Agreement from the Released Persons, other than the remedy available under this Agreement. Therefore, none of the Released Persons shall 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.

- a. 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 being eligible for a remedy under this Agreement, the Releasing Party agrees that he shall 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; and shall plead the express waiver of any right to recover from any non-party such part of any loss which may be attributable to the fault of the Released Person.
- b. 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 shall 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.

- c. Class Counsel shall 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.

14.5. Each of the Releasing Parties hereby does, and shall be deemed to, assume 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 is executed by or on behalf of all Parties. Each of the Releasing Parties agrees that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect.

14.6. For any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasing Parties do not release the Released Persons but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Persons in respect of or in relation to the Litigation. The Parties agree that the Final Approval Orders entered by the Courts shall also enjoin the Releasing Parties from making or pursuing such additional claims.

14.7. The Named Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Agreement, and that it is their intention to fully, finally and forever covenant and undertake not to sue or make any claim against the Released Persons, and in furtherance of such intention, this covenant not to sue shall

be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

**15. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT**

15.1. Each and every Settlement Class Member who has not opted out of the Settlement Classes pursuant to this Agreement submits to the jurisdiction of the Courts and will be bound by the terms of this Agreement (including, without limitation, any and all releases).

15.2. Except as provided in Sections 5.4 or 5.5, this Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against CertainTeed arising from alleged damage to, malfunction of, or failure of performance of the Siding, and upon entry of the Final Approval Orders by the Courts, each Settlement Class Member who has not opted out of the Class shall be barred from initiating, asserting, or prosecuting any such claims against CertainTeed.

15.3. Upon the entry of the last of the Final Approval Orders, the Alberta Litigation and the BC Litigation will be dismissed with prejudice.

15.4. The Courts shall retain continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the orders and judgments of the Courts. In the event of a breach by CertainTeed or a Settlement Class Member under this Agreement, the Courts may exercise all equitable powers over CertainTeed or such Settlement Class Member to enforce this Agreement and the Final Approval Orders irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

**16. OTHER TERMS AND CONDITIONS**

16.1. In the event that this Agreement does not become effective for any reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, or proceedings relating thereto, and the fact that the parties agreed to the Agreement, shall be without prejudice to the rights of the Named Plaintiffs or CertainTeed or any Settlement Class Member, shall not be used for any purpose whatsoever in any subsequent proceeding in this action or in any other action in any court or tribunal, and shall not be construed as an admission or concession by any party of any fact, matter, or allegation. In the event that this Agreement does not become effective, the Named Plaintiffs, CertainTeed, and the Settlement Class Members shall be restored without prejudice to their respective positions as if the Agreement and any application for its approval by the Courts had not been made or submitted. Notwithstanding the foregoing, in the event that the Courts should refuse to approve any material part of this Agreement or the Exhibits thereto or if, on appeal, an appellate court fails to affirm an order of the Courts 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 Settlement as so amended. All amounts paid by CertainTeed under Section 4 of this Agreement shall be returned to CertainTeed except for the sums that were approved by the Courts for the cost of Notice and the preliminary work of the Claims Administrator. Neither any award of an honorarium payment to a Named Plaintiff in an amount less than that sought, nor an award of fees, costs, and disbursements to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that causes the Agreement to become null and void pursuant to this Section 16.1.

16.2. CertainTeed represents and warrants that: (a) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of CertainTeed; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind CertainTeed to its terms; and (d) this Agreement has been duly and validly executed and delivered by CertainTeed and constitutes its legal, valid, and binding obligation.

16.3. The Named Plaintiffs, CertainTeed, and their counsel agree to cooperate fully in seeking approval by the Courts of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

16.4. The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

16.5. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to all members of the Settlement Classes and their respective agents, heirs, executors, administrators, successors, or assigns.

16.6. This Agreement and its Exhibits constitute the entire agreement of the parties with respect to the subject matter thereof. The settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of this Agreement. In entering this Agreement, no party is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits attached hereto. Any agreement purporting to change or modify the terms of

this Agreement or the Exhibits attached hereto must be in writing, signed by counsel for each of the parties to this Agreement.

16.7. All of the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of this Agreement.

16.8. The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

16.9. This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

16.10. This Agreement shall be governed by the laws of the Province of British Columbia.

16.11. The Parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents à son soutien soient rédigés en anglais. Nevertheless, Class Counsel shall prepare a French translation of this Agreement including the Exhibits attached to the Agreement. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Agreement, only the English version shall be considered.

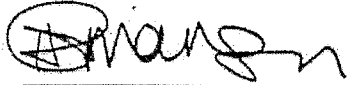
16.12. The cost of translating the Notice, Claims Forms, or other documents referenced to or flowing from this Agreement into French and/or any other language shall, in the event such translation is required, be paid for from the Settlement Amount.

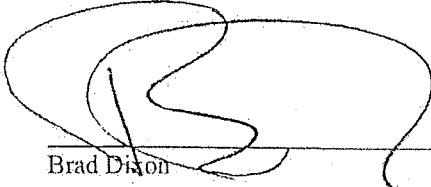
16.13. Any action or proceeding to construe or enforce this Agreement or to secure damages for its breach shall be brought before the Courts.

16.14. Any headings, subheadings, or titles herein are used for purposes of convenience only and have no other legal force, meaning, or effect.

WHEREFORE, each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified below their respective signatures.

Executed in counterparts on July 28, 2016.

  
for James H. MacMaster

  
Brad Dixon

Branch MacMaster LLP  
1410 - 777 Hornby Street  
Vancouver, British Columbia  
V6Z 1X6  
(604) 875-654-2999 - Telephone  
(604) 684-3429 - Facsimile

*Counsel for Plaintiffs*

Borden Ladner Gervais LLP  
1200 - 200 Burrard Street  
Vancouver, British Columbia  
V7X 1T2  
(604) 687-5744 - Telephone  
(604) 687-1415 - Facsimile

*Counsel for Defendant*



**Exhibit 1 to CertainTeed Settlement Agreement**

**CERTAINTEED FIBER CEMENT SIDING CLASS ACTION CLAIM FORM**

Please note you must submit one Claim Form and corresponding set of supporting documents for each stand-alone building, with the exception of a single family home with a detached garage or outbuilding.

To speed processing, please fill out the form in blue or black ink, using block letters, with one letter in each square.

**CLAIMANT INFORMATION**

Owner Name or Business/Entity

First

[Grid for Owner Name First]

Last

[Grid for Owner Name Last]

Co-Owner's Name

First

[Grid for Co-Owner Name First]

Last

[Grid for Co-Owner Name Last]

Current Address

[Grid for Current Address]

Apt Number

[Grid for Apt Number]

City

[Grid for City]

Province

[Grid for Province]

Postal Code

[Grid for Postal Code]

Telephone Number (daytime)

[Grid for Telephone Number (daytime)]

Telephone Number (evening)

[Grid for Telephone Number (evening)]

Email Address

[Grid for Email Address]

Co-Owner's Current Address (if different from Claimant)

Street Address

[Grid for Co-Owner Street Address]

Apt Number

[Grid for Co-Owner Apt Number]

City

[Grid for Co-Owner City]

Province

[Grid for Co-Owner Province]

Postal Code

[Grid for Co-Owner Postal Code]

If Claimant is not an individual, state name and capacity of the person completing this form (officer, partner, etc.)

[Grid for Name and Capacity]

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

Yes

[Yes checkbox]

No

[No checkbox]

## Exhibit 1 to CertainTeed Settlement Agreement

### INSTRUCTIONS

#### How to determine whether to submit this Claim Form for your claim

You should submit this Claim Form if you believe that your CertainTeed Fiber Cement Siding ("Siding") meets the criteria for Qualifying Damage set forth in the Settlement Agreement. The Settlement Agreement, including the criteria for determining eligibility for a remedy, can be found on the website, [www.\[insert\].com](http://www.[insert].com). To find out if your Siding meets the criteria for Qualifying Damage and for more information about whether you are eligible to file a claim, see the attached Notice or visit the website and access the "Case Information" menu, or call the Claims Administrator at (###) ###-####.

#### Claim Form Due Date

Claim Forms are due within six (6) years after the Effective Date or until the Settlement Amount is exhausted (but if you sold the house or other building and obtained an assignment of claims from the buyer, you must file within 90 days of the later of the Effective Date of the Settlement or the closing of your sale). Claim Forms postmarked (or if not mailed, received) after the due date will be denied, unless you request a Claim Form prior to the due date, but receive it after the due date, in which case you will be granted another 60 days to complete and return your Claims Package from the date when the Claim Form was mailed to you. A Claim Form received by the Claims Administrator will be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with these instructions. In all other cases, a Claim Form will be deemed to have been submitted when actually received by the Claims Administrator.

#### How to complete this Claim Form

1. All questions *must* be answered. Please type or print your responses in blue or black ink. Use "N/A" when the question does not apply. You must respond to any request for additional information; if you fail to respond, your claim may not be processed, and you will forfeit important rights. The more complete the Claim Form, the more quickly your claim can be processed.
2. Please keep a personal copy of the Claim Form and all enclosures. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. All copies of documentation submitted in support of this claim should be clear, legible, and complete.
3. To support your claim as requested in this Claim Form, please submit as many color photographs as necessary. Paper copies must be photo-quality color pictures; do not submit black-and-white photocopies. Photographs may also be submitted on CD or DVD labeled with your claim number.
4. Place the completed Standard Claim Form, and all the photographs and other supporting documentation, together in an envelope so they do not become damaged or lost. Then send the envelope to the following address: •

You may submit your Claim Form and enclosures via email to the following email address: [claims@\[website\].com](mailto:claims@[website].com).

Failure to provide any of the items listed above will delay the processing of your claim. If you have a question or need to contact the Claims Administrator, email [info@\[website\].com](mailto:info@[website].com), call (###) ###-####, or write to the address above.

**Please notify the Claims Administrator of any change of address that occurs after you submit your Claim Form.**

#### What to expect after you submit your Claim Form

1. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation were delivered, please use a shipping method that provides delivery confirmation. You should be aware that it will take time to fully process all of the claims and to administer the settlement. This work will be completed as promptly as time permits, given the need to investigate and evaluate each Claim Form.
2. The Claims Administrator will evaluate all of the information and documentation that you submit in order to determine your eligibility for benefits under the settlement. The Claims Administrator will contact you to request additional information if the information you provided is insufficient to process your claim.

Please be assured that we are committed to processing your claim in a fair and timely manner. For additional information about the settlement, please visit [www.\[website\].com](http://www.[website].com).

**Exhibit 1 to CertainTeed Settlement Agreement**

**DESCRIPTION OF PROPERTY WHERE FIBER CEMENT SIDING IS INSTALLED**

**STREET ADDRESS OF BUILDING WITH SIDING, IF DIFFERENT FROM CLAIMANT'S ADDRESS (do not use a post office box)**  
 Street Address Apt Number

\_\_\_\_\_

City Province Postal Code

\_\_\_\_\_

Nearest cross street to property

\_\_\_\_\_

**NAME OF CURRENT OCCUPANT (if different from Claimant)**  
 First Last

\_\_\_\_\_

**OWNERSHIP**

When did you acquire the property? \_\_\_\_/\_\_\_\_  
 month/year

Do you currently own the property? Yes  No

If you now own the property, you must provide the following proof of ownership:

1. A copy of the property deed or dated property tax record showing that you are the owner of the property; **AND**
2. Any **one** of the following documents:
  - A copy of the current mortgage statement;
  - A copy of the current home insurance statement; or
  - A copy of a current utility bill;

**Enclosures required:** Check off and enclose checked documents for proof of ownership. The document must name all owners and provide the address of the property; a mailing address is not sufficient. Please do not send originals.

**If you do not now own the property:**

When did you sell the property? \_\_\_\_/\_\_\_\_  
 month/year

To whom did you sell the property? \_\_\_\_\_

Who owns the property now? \_\_\_\_\_

Has there been an assignment of the claims relating to the Siding? Yes  No

If **yes**, you must provide proof of the assignment with this claim form.

**PROPERTY TYPE**

Type of property the Siding is installed on:

- Single-family residence     
  Apartment building     
  Commercial  
 Condominium                     
  Duplex                             
  Other (describe: \_\_\_\_\_)

When was the building built? \_\_\_\_\_

List the name of the development, neighborhood, or subdivision where the property is located: \_\_\_\_\_

**OTHER CLAIMS**

Did you or any prior owner ever make a warranty claim to CertainTeed regarding the Siding before making this claim?

**Exhibit 1 to CertainTeed Settlement Agreement**

Yes  No

If yes, provide your CertainTeed warranty claim number: # \_\_\_\_\_

When was the claim made? \_\_\_\_/\_\_\_\_/\_\_\_\_  
month/year

Did CertainTeed send you a written offer to settle your claim?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Have you signed a release with CertainTeed regarding your current claim?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Was the property the subject of an insurance claim regarding the Siding?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

If yes, provide the insurance claim number: # \_\_\_\_\_

When was the claim made? \_\_\_\_/\_\_\_\_/\_\_\_\_  
month/year

To whom was the claim made? \_\_\_\_\_

How much money was received? \_\_\_\_\_

**INSTALLATION, CONDITION, AND IDENTIFICATION OF FIBER CEMENT SIDING**

**INSTALLATION**  
What type of CertainTeed Fiber Cement Siding is installed on your building? Please provide manufacturer's description and specifications on all types of CertainTeed Fiber Cement Siding for which you are claiming (ie. Textured Cedar Lap 7 1/4"x12", Cedar Shakes 8 1/4"x12") \_\_\_\_\_

When was the Siding installed? \_\_\_\_/\_\_\_\_/\_\_\_\_  
month/year

Indicate whether the Siding was installed during original construction of the structure or later, by checking one of the following:  
 Installed when structure was original built  
 Installed later

Provide the name and address of the builder or contractor who installed the Siding:

Name

Street Address

City

Province

Postal Code

**AMOUNT OF SIDING INSTALLED ON PROPERTY**

Please provide measurements for the following as well as a breakdown of the amount of siding for which you're claiming per each side of the structure/building (please note the perspective of "front", "right", "back" and "left" as determined by facing the front of the home/structure, ie. "front" is typically the side of the home/structure that faces the street.

Number of stories the property has \_\_\_\_\_

Total square feet of Siding on property \_\_\_\_\_

Total square feet of Siding that is damaged \_\_\_\_\_

**Breakdown of measurements/ amount of Siding per side:**

**Exhibit 1 to CertainTeed Settlement Agreement**

**Main building:**

**FRONT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**RIGHT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**BACK**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**LEFT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**Outbuilding/ detached garage (as applicable):**

**FRONT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**RIGHT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**BACK**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**LEFT**

Total square feet of Siding \_\_\_\_\_  
Number of boards installed \_\_\_\_\_  
Linear feet (foundation) \_\_\_\_\_

**Note: you may submit measurements for each wall to assist the Claims Administrator's determination of the measurements. Claimants who do not provide such detailed measurements may not obtain review of the measurements by the Independent Claims Reviewer.**

**CONDITION OF THE SIDING**

Describe your specific concerns with the Siding and specify the areas of the Siding where those concerns are manifested:

---

**Exhibit 1 to CertainTeed Settlement Agreement**

---

---

---

---

**PHOTOGRAPHING THE DAMAGE**

In addition, provide photographs using the measurement scale on this Claim Form. The scale is located below on this Claim Form. The Settlement Agreement defines Qualifying Damage in part by reference to the amount of shrinkage, delamination, cracking and warping or bowing. 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, door frame 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 Claim 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.

[insert scale]

**REPAIR / REPLACEMENT HISTORY**

Have you repaired or replaced your Siding?    Yes        No   

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

---

---

---

---

---

\*\*\*\*\*  
You must provide credible evidence (a) that the siding that is the subject of the claim is CertainTeed Fiber Cement Siding; (b) of the quantity of the Siding; (c) of the date of installation; and (d) that the Siding meets the criteria for Qualifying Damage under the Settlement Agreement.  
\*\*\*\*\*

**IMPORTANT:** Each submitted document must be labelled with the assigned Claim Number and/or Claimant Name. Photographs must also be labelled to identify the area shown.

PLEASE CHECK OFF EACH BOX BELOW TO INDICATE WHETHER YOU ARE ENCLOSING THE DOCUMENT(S) DESCRIBED 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 from a third party and evidence of payment; or a prior communication from CertainTeed (e.g., where a prior warranty claim has been made), which confirms that the siding on the structure is CertainTeed Fiber Cement Siding. In some cases, photographs of the siding may be sufficient to establish that the siding installed on the property is CertainTeed Fiber Cement Siding. Bids and estimates are not acceptable.

Documentation of date of installation

Documentation that may show the date of installation would include: a dated invoice for installing the Siding from a third party; a certificate of occupancy or final building inspection; or a Building Permit. The Building Permit should be available by contacting your local township office. Bids and estimates from third parties for Siding installation are not acceptable.

## Exhibit 1 to CertainTeed Settlement Agreement

- Documentation of quantity of Siding panels

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.

- Documentation of the condition of the Siding

Please submit photographs in each category specified below.

In general, try to make sure that the photographs are sufficient to establish the condition of the Siding in sufficient detail and quality to allow the Claims Administrator to evaluate whether and how much of your Siding has Qualifying Damage under the Settlement Agreement, and to determine the nature and extent of any affected areas.

1. A minimum of one photo per side of the structure showing each side from the ground to the roof
2. A minimum of two photos showing qualifying damage for each side of the structure for which you are claiming. Qualifying damage consists of cracking, shrinkage, warping, or delamination.

Please note: you must use a measurable scale to prove shrinkage or warping as qualifying damage. A scale is provided above on the paper Claim Form. You may also use a ruler or tape measure.

### INSPECTION

If the property must be inspected, do you wish to be present for the inspection?      Yes  No

If yes, please provide convenient times to call to schedule the inspection and the telephone numbers and email addresses that are best to use for scheduling:

---



---



---

### ACKNOWLEDGEMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (*mandatory*):

- SUBMISSION TO JURISDICTION OF THE COURT.**  
Claimant agrees to submit to the exclusive jurisdiction of the Alberta Court of Queen's Bench or the British Columbia Supreme Court, as applicable, for all purposes associated with this claim.
- VERIFICATION OF CLAIM AND WARRANTY.**  
Claimant represents and warrants that the information, enclosures, and supporting documentation submitted herewith are true, correct, and accurate. Claimant specifically warrants that Claimant is the rightful and only owner or assignee of the claim submitted and has not otherwise transferred or encumbered any right or interest in this claim and/or right or entitlement arising from the settlement to any person.
- RELEASE**

I acknowledge the release set forth in the Settlement Agreement. In addition, in consideration of the benefits provided by the Settlement Agreement, and subject to the terms of the Settlement Agreement, I, on behalf of myself, my agents (including homeowners and condominium associations and strata corporations), subrogees, heirs, executors, administrators, successors, attorneys, representatives, and assigns, release CertainTeed and any person, entity, distributor, seller or contractor that sold, supplied or distributed Siding (the "Released Persons") from each and every claim of liability, including relief under federal law or the law of any province, which arises out of the purchase, installation, and/or use of the Siding during the Class Period, including without limitation all claims or liability on account of or related to damage to, malfunction of, or failure of performance of the Siding, including, but not limited to, damage to any portion of a structure above the house wrap (weather barrier), including the house wrap itself, which were alleged or could have been alleged in the BC Litigation and the Alberta Litigation. I 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 lawyers' fees or expenses, which might otherwise have been made in connection with any claim relating to damage to the Siding itself.

### Exhibit 1 to CertainTeed Settlement Agreement

If I am resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, subject to the terms of the Settlement Agreement, I do not release the Released Persons but instead covenant and undertake not to sue or make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Persons in respect of or in relation to the claims made in the BC Litigation and the Alberta Litigation.

If the Siding remains on the structure when the structure is sold, I further agree to advise the subsequent purchaser of the property of the remedy received and this release and make such other appropriate disclosure as may be required by applicable local, provincial, and federal laws regarding the purchase and sale of the property. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

#### CERTIFICATION

All the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

All photographs I have supplied show images that are typical of the damage to the Siding for which I seek compensation.

By my signature below, I also authorize the Claims Administrator to verify the claim, including by retaining an inspector to inspect the Siding on the Property.

Signature of Owner: \_\_\_\_\_

M	M	D	D	Y	Y	Y	Y

Signature of Co-Owner: \_\_\_\_\_

M	M	D	D	Y	Y	Y	Y

**ACCURATE CLAIMS PROCESSING TAKES TIME.  
THANK YOU FOR YOUR PATIENCE.**

#### REMINDER CHECKLIST

1. Please check to make sure you have answered all of the questions on the Claim Form.
2. Please sign the above release and certification and check each of the boxes in the "Acknowledgement of Claimant(s)" section.
3. Remember to enclose copies of all required supporting documentation.
4. Keep a copy of the completed Claim Form and supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please use a form of mailing that will provide you with a return receipt.
6. If you move, or if the Notice was sent to you at an old or incorrect address, please provide us with your new address.
7. If you have any questions concerning this Claim Form, contact the Claims Administrator by calling (855) 332-3413, by emailing [info@CertainTeedFiberCementSettlement.com](mailto:info@CertainTeedFiberCementSettlement.com) or writing:

CertainTeed Fiber Cement Siding Litigation  
c/o Settlement Administrator  
[ADDRESS]



## Exhibit 1 to CertainTeed Settlement Agreement

### CLAIM DOCUMENTATION REQUIREMENTS AND SUGGESTIONS FOR THE CERTAINTEED FIBER CEMENT SIDING CLASS ACTION SETTLEMENT CLAIM FORM

- Complete a CertainTeed Fiber Cement Siding Class Action Settlement Claim Form and attach the proper documentation for the claim. This form is available electronically at [www.WEBSITE.com](http://www.WEBSITE.com). You may obtain a paper claim form at the website as well or by calling (###) ###-####.
- **Please note that one cClaim fForm and corresponding set of supporting documents is required for each stand-alone building, with the exception of a single family home with a detached garage or outbuilding.**
- Please make sure you submit the proper documentation with the cClaim Form. Proper documentation includes:
  - Measurements to include total square feet of siding as well as total square feet of claimed damaged sidingSiding, if different.
  - In addition to total square feet of siding Siding and claimed damaged sidingSiding, **BE SURE TO** break down measurements per wall. Do not label walls per direction as in "North", "East", "South", "West" etc. Instead, please label as "Front", "Back", "Right" and "Left".
  - **Remember** to include break down of square feet of siding Siding per wall. Indicate the total square feet of siding Siding per wall where there is claimed damaged greater than 5% of the wall. If claimed damage is less than 5% of the wall, indicate only the square feet of damage. If siding Siding on a wall is not claimed as damaged affirm zero square feet of damage.
  - **A minimum** of two close-up photos per side, using a measurable scale when necessary, should be included for any side of claimed damage (scale available on page 5 of Claim Form; you may also use a tape measure or ruler etc.).
  - In addition to the pictures of damage and scale, **remember** to include a picture which shows the entire side/wall claimed. The picture may be from a distance or wide angled.
  - Each photo **should be labeled** or named to clearly indicate to the Claims Administrator which side and what damage is represented in the photo.
  - If the structure does not have 4 sides, please combine the square feet measurements with the logical side, resulting in four sides of square feet calculations.
- Please keep in mind that one of the most common reasons for a claim to be denied or delayed is because the Claim Form documentation is not complete and thorough such that the Claims Administrator may easily determine the area of claimed damage and confirm such. **Be sure** to make all efforts to clearly demonstrate and indicate claimed damage. It is **HIGHLY RECOMMENDED** that you break down measurements and photographs by wall and clearly indicate damage per wall.

#### REMINDERS:

- 1) "Outbuildings" means DETACHED. If a garage is attached, those measurements should be included with the main building square foot totals.
- 2) Please state measurements in terms of square feet rather than squares or other measurements.

If you have any questions regarding the Claim Form or your documentation, please visit the website at [www.WEBSITE.com](http://www.WEBSITE.com), or contact the Claims Administrator by email at [claims@website.com](mailto:claims@website.com) or by phone toll-free at (###) ###-####.

## Exhibit 2 to CertainTeed Settlement Agreement

### CERTAINTEED FIBER CEMENT SIDING CLASS ACTION

#### Legal Notice

If you are resident in Canada and own a home, residence, building, or other structure located in Canada on which CertainTeed WeatherBoards Fiber Cement Siding (the "Siding") was installed on or before July 1, 2016, your rights could be affected by a proposed national class action settlement with CertainTeed Corporation ("CertainTeed").

#### The CertainTeed Action

Class action lawsuits were commenced in Alberta and British Columbia against CertainTeed alleging that the Siding is defective and subject to cracking, bowing, buckling warping, delamination and shrinkage. The actions were certified as class proceedings on **[insert date(s)]**.

#### The Settlement

Although CertainTeed denies liability, it has reached a national settlement with the plaintiffs (the "Settlement"). The Settlement is subject to approval of the Court in Alberta and British Columbia. CertainTeed will pay CAD \$7.25 million (the "Settlement Amount") for the benefit of the Settlement Class Members (defined below) in exchange for a full release of claims against it and its related entities.

If the Settlement is approved, the Class Lawyers will ask the Courts to approve the deduction of certain amounts (collectively, the "Court Approved Expenses") from the Settlement Amount, including costs incurred to distribute this notice and process opt-out requests, comments and objections (see below), a counsel fee of up to 18% of the recovered amounts, plus applicable taxes and disbursements.

#### Who Are The Settlement Class Members?

You are a Settlement Class Member if you own a home, residence, building, or other structure that had Siding installed on or before July 1, 2016.

All Settlement Class Members are affected by this notice.

#### Settlement Approval Hearings

A hearing to consider approval of the Settlement, a counsel fee of up to 18% of the recovered amounts, plus applicable taxes and Court Approved Expenses will be heard on **●, 2016** at the Court of Queen's Bench of Alberta in Edmonton and on **●, 2016** at the Supreme Court of British Columbia in Vancouver. Anyone can attend the hearings, but if you wish to speak to the Court, please advise one of the Class Lawyers.

If you wish to provide written comment on or objection to the Settlement, you must do so by delivering same to the Class Lawyers by **●, 2016**. Comments or objections will be provided to the Court for consideration in whether to approve or reject the Settlement.

#### Participating in the Settlement

If you fall within the Settlement Class and wish to participate in the Settlement, you do not need to do anything at this time.

### **Opting Out of the Class Proceedings**

The deadline to opt out of the Settlement is [insert date].

By opting out, you are choosing **not** to take part in the Settlement.

Settlement Class Members who opt out will not be bound by the Settlement or the releases in the Settlement, but will also not be entitled to share in any of the proceeds that may become available as part of the Settlement.

### **Consequences of Not Opting Out**

Settlement Class Members who **do not opt out** will be bound by the Settlement and the releases in it, and will be entitled to share in any of the proceeds that may become available to Settlement Class Members as part of the Settlement.

\* \* \*

FOR MORE INFORMATION on the status of the approval hearing, how to opt out of the Settlement, comment or object to the Settlement, or to view the Settlement, visit [insert website], which will be periodically updated with information on the Settlement approval process.

The CLASS LAWYERS are James H. MacMaster and Chelsea D. Hermanson of Branch MacMaster LLP and can be reached at:

- Email: [chermanson@branmac.com](mailto:chermanson@branmac.com)
- Telephone: (604) 654-2999
- Fax: (604) 684-3429
- Mail: 1410 – 777 Hornby Street, Vancouver, BC V6Z 1S4

<p>This Notice is approved by the Alberta Court of Queen's Bench and the Supreme Court of British Columbia.</p>
-----------------------------------------------------------------------------------------------------------------

**Exhibit 3A to CertainTeed Settlement Agreement**

Court File No. S-145848  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN JARDINE and GAIL FISH

PLAINTIFFS

AND:

CERTAINTEED CORPORATION

DEFENDANT

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

---

**ORDER MADE AFTER APPLICATION**

---

**BEFORE** the Honourable Justice •

) \_\_\_\_\_, 2016  
)

**ON THE APPLICATION** of the Plaintiffs, coming on for hearing at 800 Smithe Street, Vancouver, B.C. on •;

**ON HEARING** the submissions of Ward K. Branch, Q.C., counsel 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 have entered into an agreement with CertainTeed Corporation ("CertainTeed") dated July 1, 2016 (the "Settlement Agreement");

**AND ON BEING ADVISED** that the Plaintiff and the Defendant consent to this Order;

**THIS COURT ORDERS** that:

1. Except to the extent that they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

**Exhibit 3A to CertainTeed Settlement Agreement**

2. The within proceeding is certified as a class proceeding, for settlement purposes only;
3. The "BC Settlement Class" is defined as:
  - all individuals and entities resident in British Columbia that, as of July 1, 2016, own homes, residences, buildings, or other structures located in Canada, on which the Siding was installed on or before July 1, 2016.
  - Excluded from the BC Settlement Class are:
    - a) all individuals and entities who timely exercise their right to opt out of this Agreement;
    - b) all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant; and
    - c) CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors.
4. John Jardine and Gail Fish are appointed as the representative plaintiffs for the BC Settlement Class;
5. The within proceeding is certified on the basis that the following issue is common to the BC Settlement Class:

Was the Siding sold in Canada during the Class Period defective?
6. The period to opt-out of the proceeding will expire on **[insert date]**. Any member of the BC Settlement Class who has validly opted-out of the proceeding is not bound by the Settlement Agreement, and will not be entitled to receive any share of benefits payable in connection with the Settlement Agreement;
7. To validly opt-out, an opt-out form, as attached hereto as **Schedule "A"**, must be completed, signed by the owner, or all owners of the property if there are more than one, and delivered to Class Counsel.

**Exhibit 3A to CertainTeed Settlement Agreement**

8. Any member of the BC Settlement Class who has not validly opted-out of the proceeding is bound by this Order and the Settlement Agreement;
9. This Order is binding upon each member of the BC Settlement Class who has not validly opted out of the proceeding, including those persons who are minors or mentally incapable;
10. The form of the notice of certification and settlement approval hearings (the "Notice") is hereby approved substantially in the form attached hereto as **Schedule "B"**;
11. The plan of dissemination for the Notice (the "Notice Plan") is hereby approved in the form attached hereto as **Schedule "C"**;
12. The Notice shall be disseminated in accordance with the Notice Plan approved as part of this Order;
13. In the event that the Settlement Agreement is voided by CertainTeed in accordance with its terms, this Order shall be of no force and effect;
14. In the event approval of the Settlement Agreement is not granted in accordance with its terms, the certification for settlement purposes granted in this Order shall be of no force and effect; and
15. This Order may be executed in counterpart, electronically or by facsimile.

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 James H. MacMaster  
Counsel for the Plaintiffs

---

Signature of Brad Dixon  
Counsel for the Defendant, CertainTeed Corporation

**Exhibit 3A to CertainTeed Settlement Agreement**

By the Court

\_\_\_\_\_  
Registrar

**Exhibit 3A to CertainTeed Settlement Agreement**

Court File No. S-145848  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN JARDINE and GAIL FISH

PLAINTIFFS

AND:

CERTAINTEED CORPORATION

DEFENDANT

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

---

**ORDER MADE AFTER APPLICATION**

---

Branch MacMaster LLP  
1400 – 777 Hornby Street  
Vancouver, BC V6Z 1S4

Tel: (604) 654-2999  
Fax: (604) 684-3429  
Email: [chermanson@branmac.com](mailto:chermanson@branmac.com)



**Exhibit 3B to CertainTeed Settlement Agreement**

COURT FILE NUMBER      1603-11555

COURT                      COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE        EDMONTON

PLAINTIFF(S)            TOM HANSEN and MELANIE HANSEN

DEFENDANT(S)          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  
Chelsea D. Hemanson  
1410 – 777 Hornby Street  
Vancouver, BC V6Z 1S4  
Telephone: (604) 654-2960  
Facsimile: (604) 684-3429



---

**DATE ON WHICH ORDER WAS PRONOUNCED:** \_\_\_\_\_, 2016

**LOCATION OF HEARING OR TRIAL:** Edmonton, Alberta

**NAME OF MASTER/JUDGE WHO MADE THIS ORDER:**

---

ON THE APPLICATION of the Plaintiffs; and on hearing the submissions of • 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:

**Exhibit 3B to CertainTeed Settlement Agreement**

1. Except to the extent that they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;
2. The within proceeding is certified as a class proceeding, for settlement purposes only;
3. The "Alberta Settlement Class" is defined as:
  - all individuals and entities resident in Canada, except in British Columbia, that as of July 1, 2016, own homes, residences, buildings, or other structures located in Canada, on which the Siding was installed on or before July 1, 2016. Excluded from the Alberta Settlement Class are:
    - a) all individuals and entities who timely exercise their right to opt out of this Agreement;
    - b) all individuals and entities who filed a claim concerning their Siding in any court of law, if that claim has been resolved with a final judgment or order, whether or not favorable to the claimant; and
    - c) CertainTeed, any entity in which CertainTeed has a controlling interest, any entity which has a controlling interest in CertainTeed, and CertainTeed's legal representatives, assigns, and successors.
4. Tom Hansen and Melanie Hansen are appointed as the representative plaintiffs for the Alberta Settlement Class;
5. The within proceeding is certified on the basis that the following issue is common to the Alberta Settlement Class:

Was the Siding sold in Canada during the Class Period defective?
6. The period to opt-out of the proceeding will expire on **[insert date]**. Any member of the Alberta Settlement Class who has validly opted-out of the proceeding is not bound by the Settlement Agreement, and will not be entitled to receive any share of benefits payable in connection with the Settlement Agreement;
7. To validly opt-out, an opt-out form, as attached hereto as **Schedule "A"**, must be completed, signed by the owner, or all owners of the property if there are more than one, and delivered to Class Counsel.

**Exhibit 3B to CertainTeed Settlement Agreement**

8. Any member of the Alberta Settlement Class who has not validly opted-out of the proceeding is bound by this Order and the Settlement Agreement;
9. This Order is binding upon each member of the Alberta Settlement Class who has not validly opted out of the proceeding, including those persons who are minors or mentally incapable;
10. The form of the notice of certification and settlement approval hearings (the "Notice") is hereby approved substantially in the form attached hereto as **Schedule "B"**;
11. The plan of dissemination for the Notice (the "Notice Plan") is hereby approved in the form attached hereto as **Schedule "C"**;
12. The Notice shall be disseminated in accordance with the Notice Plan approved as part of this Order;
13. In the event that the Settlement Agreement is voided by CertainTeed in accordance with its terms, this Order shall be of no force and effect;
14. In the event approval of the Settlement Agreement is not granted in accordance with its terms, the certification for settlement purposes granted in this Order shall be of no force and effect; and
15. This Order may be executed in counterpart, electronically or by facsimile.

\_\_\_\_\_  
Justice •

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:

**Exhibit 3B to CertainTeed Settlement Agreement**

---

Signature of Chelsea D. Hermanson  
Counsel for the Plaintiff

---

Signature of Brad W. Dixon  
Counsel for CertainTeed Corporation

## Exhibit 4 to CertainTeed Settlement Agreement

### PRESS RELEASE

#### **Settlement Achieved with CertainTeed Corporation in WeatherBoards™ Fiber Cement Siding Class Action**

●, 2016 / Vancouver, British Columbia

#### **Background**

Class action lawsuits were commenced in British Columbia and Alberta against CertainTeed Corporation ("CertainTeed") alleging that WeatherBoards™ fiber cement siding (the "Siding") is defective and subject to cracking, bowing, warping, delamination and shrinkage.

#### **The Settlement**

A settlement in the lawsuits has been reached with CertainTeed. CertainTeed denies that the Siding is defective. This settlement must be approved by the courts in British Columbia and Alberta.

Under the settlement, CertainTeed will pay CAD \$7.25 million into a settlement fund for the benefit of Settlement Class Members.

#### **Who Are The Settlement Class Members?**

All persons and entities resident in Canada who own a home, residence, building, or other structure located in Canada that had Siding installed on or before July 1, 2016 are automatically part of the Settlement Class and are bound by the settlement.

#### **Settlement Approval Hearings**

A hearing to consider approval of the settlement, a counsel fee of up to 18% of the recovered amounts, and counsel costs payable from the settlement will be heard on ●, 2016 at the Court of Queen's Bench of Alberta in Edmonton and on ●, 2016 at the Supreme Court of British Columbia in Vancouver.

#### **More Information**

For more information on the lawsuits, visit [\[website\]](#). A copy of the official court notice outlining the rights and options of Settlement Class Members can be found at [\[website\]](#).

The lawyers that represent the class are James H. MacMaster and Chelsea D. Hermanson of Branch MacMaster LLP and can be reached at:

- Email: [chermanson@branmac.com](mailto:chermanson@branmac.com)
- Telephone: (604) 654-2999
- Fax: (604) 684-3429
- Mail: 1410 – 777 Hornby Street, Vancouver, BC V6Z 1S4

**Exhibit 5A to CertainTeed Settlement Agreement**

Court File No. S-145848  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN JARDINE and GAIL FISH

PLAINTIFFS

AND:

CERTAINTEED CORPORATION

DEFENDANT

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

---

**ORDER MADE AFTER APPLICATION**

---

- BEFORE** the Honourable Justice • )  
 ) \_\_\_\_\_, 2016  
 )  
 **ON THE APPLICATION** of the Plaintiffs, coming on for hearing at 800 Smithe Street, Vancouver, B.C. on •;

**ON HEARING** the submissions of Ward K. Branch, Q.C., counsel 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 have entered into an agreement with CertainTeed Corporation ("CertainTeed") dated July 1, 2016 (the "Settlement Agreement");

**AND ON BEING ADVISED** that the Plaintiff and the Defendant consent to this Order;

**Exhibit 5A to CertainTeed Settlement Agreement**

**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 BC Settlement Class;
4. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50 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 BC Settlement Class who have not validly opted-out (collectively, the "BC Settlement Class Members", each a "BC Settlement Class Member"), and CertainTeed;
6. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the proceedings;
7. Upon the Effective Date, each BC 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;
8. 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");



**Exhibit 5A to CertainTeed Settlement Agreement**

9. 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;
10. The use of the terms "Releasing Parties" and "Released Claims" in this Order does not constitute a release of claims by BC Settlement Class Members;
11. Instead of releasing the claims against the Released Persons upon the Effective Date, each BC Settlement Class Member 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;
12. 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;
13. 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;
14. Subject to the provisions of the Settlement Agreement, the Settlement Amount, plus accrued interest less any monies paid out pursuant to the Settlement

**Exhibit 5A to CertainTeed Settlement Agreement**

Agreement, shall be held in trust for the benefit of the BC Settlement Class and the Alberta Settlement Class, pending further order of the Courts;

15. The form of notice of settlement approval (the "Approval Notice") is hereby approved substantially in the form attached hereto as **Schedule "B"**.
16. The plan of dissemination for the Approval Notice is hereby approved in the form attached hereto as **Schedule "C"**.
17. 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;
18. Except as aforesaid, the proceeding be and is hereby dismissed against CertainTeed without costs and with prejudice;

**Endorsement of this Order**

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

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 James H. MacMaster  
Counsel for the Plaintiffs

\_\_\_\_\_  
Signature of Brad Dixon  
Counsel for the Defendant, CertainTeed Corporation

By the Court

\_\_\_\_\_  
Registrar

Exhibit 5A to CertainTeed Settlement Agreement

Court File No. S-145848  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

JOHN JARDINE and GAIL FISH

PLAINTIFFS

AND:

CERTAINTEED CORPORATION

DEFENDANT

Brought pursuant to the *Class Proceedings Act*, RSBC 1996, c. 50

---

**ORDER MADE AFTER APPLICATION**

---

Branch MacMaster LLP  
1400 – 777 Hornby Street  
Vancouver, BC V6Z 1S4

Tel: (604) 654-2999  
Fax: (604) 684-3429  
Email: [chermanson@branmac.com](mailto:chermanson@branmac.com)

**Exhibit 5B to CertainTeed Settlement Agreement**

COURT FILE NUMBER      1603-11555

COURT                      COURT OF QUEEN'S BENCH OF  
ALBERTA

JUDICIAL CENTRE        EDMONTON

PLAINTIFF(S)            TOM HANSEN and MELANIE  
HANSEN

DEFENDANT(S)          CERTAINTEED CORPORATION  
Pursuant to the *Class Proceedings  
Act*, SA 2003, c C-16.5

DOCUMENT                **ORDER**

Clerk's Stamp

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

---

**DATE ON WHICH ORDER WAS PRONOUNCED:** \_\_\_\_\_, 2016

**LOCATION OF HEARING OR TRIAL:** Edmonton, Alberta

**NAME OF MASTER/JUDGE WHO MADE THIS ORDER:**

---

ON THE APPLICATION of the Plaintiffs; and on hearing the submissions of • 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:

**Exhibit 5B to CertainTeed Settlement Agreement**

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. 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;
7. 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;
8. 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");
9. Upon the Effective Date, each of the Releasing Parties shall not now or hereafter threaten, institute, prosecute, continue, maintain or assert, either directly or

**Exhibit 5B to CertainTeed Settlement Agreement**

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;

10. 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;
11. 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;
12. 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;
13. 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;
14. Subject to the provisions of the Settlement Agreement, the Settlement Amount, plus accrued interest less any monies paid out pursuant to the Settlement

**Exhibit 5B to CertainTeed Settlement Agreement**

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;

15. The form of notice of settlement approval (the "Approval Notice") is hereby approved substantially in the form attached hereto as **Schedule "B"**.
16. The plan of dissemination for the Approval Notice is hereby approved in the form attached hereto as **Schedule "C"**.
17. 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;
18. Except as aforesaid, the proceeding be and is hereby dismissed against CertainTeed without costs and with prejudice;

**Endorsement of this Order**

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

\_\_\_\_\_  
Justice •

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 Chelsea D. Hermanson  
Counsel for the Plaintiff

\_\_\_\_\_  
Signature of Brad W. Dixon  
Counsel for CertainTeed Corporation

**Exhibit 6 to CertainTeed Settlement Agreement**

**CERTAINEED FIBER CEMENT SIDING CLASS ACTION**

**OPT-OUT FORM**

For the purposes of this Opt-Out Form, the following definitions apply:

**"CertainTeed Settlement"** means the settlement agreement made as between the Plaintiffs in the CertainTeed Class Actions, a copy of which is available at [www.WEBSITE.com](http://www.WEBSITE.com)

**"CertainTeed Class Actions"** means the following court proceedings:

*Jardine et al. v. CertainTeed Corporation* (Supreme Court of British Columbia, Vancouver Registry Docket No. S-145848)

*Hansen v CertainTeed Corporation* (Court Of Queen's Bench of Alberta, Edmonton Registry File Number 1601-11555)

**"Siding"** means CertainTeed WeatherBoards™ Fiber Cement Siding, Lap Siding, Vertical Siding, Shapes, Soffit, Porch Ceiling, and 7/16" Trim installed on or before July 1, 2016.

**Consequences of Opting Out**

If you complete this form:

- you are choosing NOT to take part in the Settlement with CertainTeed Corporation; and
- to the extent that you may want to pursue a legal claim against CertainTeed Corporation in relation to the Siding, you will need to start and pursue your own claim at your own expense.

**Consequences of Not Opting Out**

If you DO NOT complete this Opt-Out Form, you will be bound by the Settlement with CertainTeed Corporation and the releases in the Settlement. You will be entitled to share in the proceeds that become available to Settlement Class Members as part of the Settlement.

**Form Must Be Completed to Opt Out**

In order to be effective, this form must be fully completed and sent to the lawyers for the Settlement Class, Branch MacMaster LLP, at the address set out below, and must be postmarked or received no later than [DATE]. Opt-Out Forms received after [DATE] will not be accepted.

For more information on the CertainTeed Settlement, please visit [www.WEBSITE.com](http://www.WEBSITE.com).

Name(s): \_\_\_\_\_  
(provide the name(s) of the owner(s) of the property where the Siding was installed)



Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Amount of CertainTeed Siding Installed on the Property**

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

- Total square feet of the structure \_\_\_\_\_
- Total stories of the structure \_\_\_\_\_
- Total square feet of Siding installed \_\_\_\_\_
- Total square feet of Siding damaged, if any \_\_\_\_\_

(Attach additional pages, if necessary)

**DECLARATION**

I declare that I intend to opt-out of the CertainTeed Settlement. I understand that by submitting this Opt-Out Form I will not receive any benefits under the CertainTeed Settlement and will not be bound by the CertainTeed Settlement.

Signature(s) of Owner(s): \_\_\_\_\_

Date: (dd/mm/yyyy) \_\_\_\_\_

Send this form by mail, fax, email or courier before **[insert opt out deadline]** to:

**Mail:** Branch MacMaster LLP  
1410 – 777 Hornby Street  
Vancouver, BC V6Z 1S4  
Attention: Chelsea D. Hermanson

**Fax:** (604) 684-3429

**Email:** chermanson@branmac.com

**Exhibit 7 to CertainTeed Settlement Agreement**

**Notice Plan**

The Named Plaintiffs and CertainTeed agree with the following plan for notice of the application for certification of the Settlement Classes (the "Pre-Approval Notice") and for notice of the final approval of the settlement (the "Post-Approval Notice").

Generally, the target audience for all notices will be Canadians over the age of 25 who may own homes or other structures on which the Siding has been installed or who work in construction, renovation or repair sectors of the economy.

Approximately 4,000 Canadian are already known through contacts made in the CertainTeed warranty program. Also, CertainTeed is aware of approximately 100 Canadian distributors of the Siding.

**Pre-Approval Notice**

1. Pursuant to section 10.4 of the Settlement Agreement, summary notices substantially in the form as set out in Exhibit 2, shall be published once in the following newspapers, in either English or French, as is appropriate for each newspaper, in a size no less than 1/8 page, subject to each having reasonable publication deadlines and costs:
  - a) BC: *Vancouver Sun, Vancouver Province, Victoria Times Colonist*
  - b) Alberta: *Calgary Herald, Edmonton Journal*
  - c) Saskatchewan: *Saskatoon Star Phoenix, Regina Leader-Post*
  - d) Manitoba: *Winnipeg Free Press*
  - e) Ontario: *Toronto Star, Ottawa Citizen, Windsor Star, Sudbury Star, London Free Press, Waterloo Record, Hamilton Spectator*
  - f) Quebec: *La Presse (French), Montreal Gazette (English), Le Journal de Quebec (French)*
  - g) New Brunswick: *Times & Transcript*
  - h) Newfoundland: *The Telegram*
  - i) Nova Scotia: *Halifax Chronical Herald*

**Exhibit 7 to CertainTeed Settlement Agreement**

2. Pursuant to section 10.4 of the Settlement Agreement, summary notices substantially in the form as set out in Exhibit 2, shall be published once in the following industry magazines, in a size no less than a 1/4 page, subject to each having reasonable publication deadlines and costs:
  - a) Construction Canada;
  - b) Canadian Contractor;
  
3. Pursuant to section 10.4 of the Settlement Agreement, summary notices substantially in the form as set out in Exhibit 2, will be published as digital banner ads, in either English or French, as is appropriate on the following websites or with the following internet services:
  - a) Google
  - b) Yahoo!
  - c) Facebook
  - d) Conversant Ad Network
  - e) Canadiancontractor.ca
  - f) Constructioncanada.net
  - g) Homebuildercanada.com
  - h) Consumer.ca (Consumers Association of Canada)
  - i) DIY Canada
  - j) HGTV Canada
  - k) Les idées de ma maison
  - l) Renovation Bricolage
  - m) Castanet

The banner ads will be purchased in appropriate sizes (ie. leaderboard or big box) with prominent "above the fold placement. The banner ads will be purchased for a 30 day period on each website.

4. Pursuant to section 10.4 of the Settlement Agreement, summary notices substantially in the form set out in Exhibit 2, will be mailed or emailed to the following fifteen (15) industry associations, in either English or French, as is

**Exhibit 7 to CertainTeed Settlement Agreement**

appropriate for each association, requesting voluntary distribution to their membership:

- a) Building Owners and Managers Association of British Columbia
- b) Building Owners and Managers Association of Canada
- c) Landlord BC
- d) Condominium House Owners' Association of BC
- e) Real Property Association of Canada
- f) Association des Propriétaires du Québec
- g) Canadian Home Builders' Association
- h) Canadian Construction Association
- i) Independent Contractors and Businesses Association
- j) BC Construction Association
- k) Vancouver Regional Construction Association
- l) Greater Vancouver Home Builders' Association
- m) Commission de la Construction du Québec
- n) Association de la Construction du Québec
- o) Association des professionnels de la construction et de l'habitation du Québec

5. Pursuant to section 10.5 of the Settlement Agreement, direct mailings of the notice contained in Exhibit 2 will be made to:

- a) each member of the Settlement Classes who has submitted a warranty claim to CertainTeed or who is identified by the Parties as a result of the publication of these notices or through other reasonable efforts; and
- b) all known distributors of the Siding in Canada.

6. Pursuant to section 10.6 of the Settlement Agreement, a press release substantially in the form of Exhibit 4 will be released through Canada News Wire in both English and French.

**Exhibit 7 to CertainTeed Settlement Agreement**

**Post-Approval Notice**

7. Following approval of the settlement, paragraphs 1 to 6 of the Pre-Approval Notice Plan will be repeated except that the form of the Notice will be amended to confirm the certification of the Settlement Class and to direct the Class Members on how to submit claims. The form of the Post-Approval Notice will be agreed by the Parties prior to the approval hearing.
  
8. In order to expand the reach of the notice campaign in the Post-Approval Notice phase, television ads will be added on the following basis:
  - a) A single 30 second television ad in English and French will be produced;
  - b) CertainTeed will have prior approval of the content of the television ad such approval not to be unreasonably withheld;
  - c) The television ad will be placed on five network channels to be chosen in conjunction with Class Counsel from the following list: CTV, Global, CityTV, HGTV, DIYCanada, TSN, SportsNet, TVA, TVA Sports, RDS and Meteomedia.
  - d) The budget for television advertising will be \$250,000.
  - e) Advertising will be purchased so that the television component will run over a two week period and will generate multiple spots per week.
  - f) Since television advertising costs vary depending on a number of factors including time of year and audience, the Claims Administrator and Class Counsel will have complete discretion as to how to allocate the television advertising budget so as to achieve the most comprehensive coverage within the budgeted cost.

**SCHEDULE "B"**

## CERTAINTEED FIBER CEMENT SIDING CLASS ACTION

### NOTICE OF SETTLEMENT

If you are resident in Canada and own a home, residence, building, or other structure located in Canada on which CertainTeed WeatherBoards Fiber Cement Siding (the "Siding") was installed on or before July 1, 2016, your rights could be affected by a national class action settlement with CertainTeed Corporation ("CertainTeed").

#### **The Settlement**

Class action lawsuits were commenced in Alberta and British Columbia against CertainTeed alleging that the Siding is defective and subject to cracking, bowing, buckling warping, delamination and shrinkage.

Although CertainTeed denies liability, it has reached a national settlement with the plaintiffs (the "Settlement"). The Settlement has been approved by the Courts in Alberta and British Columbia. CertainTeed will pay CAD \$7.25 million (the "Settlement Amount") for the benefit of the Settlement Class Members (defined below) in exchange for a full release of claims against it and its related entities.

#### **How does the Settlement work?**

CertainTeed will pay CAD \$7.25 million to settle the class action lawsuits. A Settlement Class Member with an Eligible Claim will be offered a cash payment in accordance with the Agreement. The amount available to each claimant is determined using the criteria described in the Settlement Agreement. Also, the amount payable to each claimant depends upon a number of factors such as (1) the extent of the Qualifying Damage; (2) how much of the Siding on the wall has Qualifying Damage; (3) the size of the wall; and (4) the length of time the Siding has been installed. Keep in mind that compensation for eligible Claims is based in part on how long you have already been able to use the Siding.

The amount paid to each Settlement Class Member will be determined by using the pricing provided by "RS Means," which is a widely accepted cost estimator used in the construction/building industry. RS Means accounts for regional differences in costs for labor and materials. If less than 5% of the siding on a single wall section has Qualifying Damage then the payment will be based on the actual number of boards or panels with damage.

In order to ensure that all Claimants are treated equally during the six (6) year claims period, all claims will be paid on a two-payment schedule. The first payment will be in the amount of 50% of the claim value as soon as the claim is administered. The second payment would be made at the end of the Claims Period.

If your Siding was installed within the last two (2) years, your SureStart warranty is likely still in force. If so, you first make a claim with CertainTeed under the SureStart warranty. However, if after making a claim with CertainTeed you believe you would have recovered more under this Settlement, then you can also make a claim in this Settlement. If this Settlement would have provided you more, you will be paid the difference between CertainTeed's warranty payment and the amount provided under the Settlement.

The Settlement allows a class member to make more than one claim during the claims period if there are additional problems with the Siding. However, a Claimant cannot collect twice for the same wall section for which they previously received compensation.

The Settlement does not extinguish any of your warranty rights. Warranties associated with your Siding will continue to be in effect after the Claims Submission Period expires.

### **How do I know if I'm part of the Settlement?**

You are a Settlement Class Member if you own a home, residence, building, or other structure that had Siding installed on or before July 1, 2016. If you are a Settlement Class Member, you are only eligible for a remedy under the Agreement if you have an Eligible Claim. This means that your Siding exhibits Qualifying Damage pursuant to the criteria set out in the Agreement.

You are NOT a Settlement Class Member if:

- you opted out of the class actions;
- you previously filed a claim concerning your Siding in a court of law and the claim was resolved with a final judgment or order, whether or not that judgment or order was favourable to you; or
- you are a subsidiary, parent company, successor, assign or controlling shareholder of CertainTeed.

To qualify for a remedy, you must meet these criteria:

- Submit a completed and timely Claim Form, along with supporting documents.
- The Siding on your property must meet the definition of Qualifying Damage as set forth in the Agreement. Siding that shows certain shrinkage, warping, bowing, delamination and cracking, as defined in the Agreement, displays Qualifying Damage.
- The Qualifying Damage must occur prior to [6 years from effective date] which is the end of the Claims Submission Period.

You can get a Claim Form by:

- Visiting [www.certainteedsettlement.ca](http://www.certainteedsettlement.ca)
- Calling 1-866-482-5436
- Contacting Class Counsel (contact information below).

### **When should I submit my claim?**

You can submit claims any time up until [date – 6 years from Effective Date], unless the Settlement Fund is not exhausted, in which case further claims will be accepted until the Settlement Fund is exhausted.

Remember, this Notice is only a summary of important features. The Agreement, available on the website, [www.certainteedsettlement.ca](http://www.certainteedsettlement.ca), contains all the details about the Settlement.

FOR MORE INFORMATION on submitting a Claim Form or to view the Settlement, visit [www.certainteedsettlement.ca](http://www.certainteedsettlement.ca).



The CLASS LAWYERS are James H. MacMaster and Chelsea D. Hermanson of Branch MacMaster LLP and can be reached at:

- Email: [chermanson@branmac.com](mailto:chermanson@branmac.com)
- Telephone: (604) 654-2999
- Fax: (604) 684-3429
- Mail: 1410 – 777 Hornby Street, Vancouver, BC V6Z 1S4

This Notice is approved by the Alberta Court of Queen's Bench and the Supreme Court of British Columbia.

**SCHEDULE "C"**

## Plan of Dissemination

### Post-Approval Notice

1. Summary notices substantially in the form approved by the Courts shall be published once in the following newspapers, in either English or French, as is appropriate for each newspaper, in a size no less than 1/8 page, subject to each having reasonable publication deadlines and costs:
  - a) BC: *Vancouver Sun, Vancouver Province, Victoria Times Colonist*
  - b) Alberta: *Calgary Herald, Edmonton Journal*
  - c) Saskatchewan: *Saskatoon Star Phoenix, Regina Leader-Post*
  - d) Manitoba: *Winnipeg Free Press*
  - e) Ontario: *Toronto Star, Ottawa Citizen, Windsor Star, Sudbury Star, London Free Press, Waterloo Record, Hamilton Spectator*
  - f) Quebec: *La Presse (French), Montreal Gazette (English), Le Journal de Quebec (French)*
  - g) New Brunswick: *Times & Transcript*
  - h) Newfoundland: *The Telegram*
  - i) Nova Scotia: *Halifax Chronical Herald*
  
2. Summary notices substantially in the form approved by the Courts shall be published once in the following industry magazines, in a size no less than a 1/4 page, subject to each having reasonable publication deadlines and costs:
  - a) Construction Canada;
  - b) Canadian Contractor;
  
3. Summary notices substantially in the form approved by the Courts shall be published as digital banner ads, in either English or French, as is appropriate on the following websites or with the following internet services:
  - a) Google
  - b) Yahoo!
  - c) Facebook

- d) Conversant Ad Network
- e) Canadiancontractor.ca
- f) Constructioncanada.net
- g) Homebuildercanada.com
- h) Consumer.ca (Consumers Association of Canada)
- i) DIY Canada
- j) HGTV Canada
- k) Les idées de ma maison
- l) Renovation Bricolage
- m) Castanet

The banner ads will be purchased in appropriate sizes (ie. leaderboard or big box) with prominent "above the fold" placement. The banner ads will be purchased for a 30 day period on each website.

4. Summary notices substantially in the form approved by the Courts shall be mailed or emailed to the following fifteen (15) industry associations, in either English or French, as is appropriate for each association, requesting voluntary distribution to their membership:
- a) Building Owners and Managers Association of British Columbia
  - b) Building Owners and Managers Association of Canada
  - c) Landlord BC
  - d) Condominium House Owners' Association of BC
  - e) Real Property Association of Canada
  - f) Association des Propriétaires du Québec
  - g) Canadian Home Builders' Association
  - h) Canadian Construction Association
  - i) Independent Contractors and Businesses Association
  - j) BC Construction Association
  - k) Vancouver Regional Construction Association
  - l) Greater Vancouver Home Builders' Association
  - m) Commission de la Construction du Québec
  - n) Association de la Construction du Québec

- o) Association des professionnels de la construction et de l'habitation du Québec.
5. Pursuant to section 10.5 of the Settlement Agreement, direct mailings of the Summary notices substantially in the form approved by the Courts will be made to:
  - a) each member of the Settlement Classes who has submitted a warranty claim to CertainTeed or who is identified by the Parties as a result of the publication of these notices or through other reasonable efforts; and
  - b) all known distributors of the Siding in Canada.
6. Pursuant to section 10.6 of the Settlement Agreement, a press release in the form agreed to between counsel will be released through Canada News Wire in both English and French.
7. Television ads will be added on the following basis:
  - a) A single thirty (30) second television ad in English and French will be produced;
  - b) CertainTeed will have prior approval of the content of the television ad, such approval not to be unreasonably withheld;
  - c) The television ad will be placed on five (5) network channels to be chosen in conjunction with Class Counsel from the following list: CTV, Global, CityTV, HGTV, DIYCanada, TSN, SportsNet, TVA, TVA Sports, RDS and Meteomedia.
  - d) The budget for television advertising will be \$250,000.
  - e) Advertising will be purchased so that the television component will run over a two (2) week period and will generate multiple spots per week.
  - f) Since television advertising costs vary depending on a number of factors including time of year and audience, the Claims Administrator and Class Counsel will have complete discretion as to how to allocate the television advertising budget so as to achieve the most comprehensive coverage within the budgeted cost.