# CERTAINTEED ORGANIC SHINGLES

## CLASS ACTION SETTLEMENT

# ABBREVIATED CLAIM FORM

## INSTRUCTIONS

1. You are eligible to submit this Abbreviated Claim Form **only if** you have already submitted a warranty claim to CertainTeed for your CertainTeed Organic Shingles ("Organic Shingles") **and** CertainTeed has offered you a warranty claim payment. **Note:** You may submit this Abbreviated Claim Form whether you accepted CertainTeed's warranty claim payment or not.

2. If CertainTeed has not offered you a warranty claim payment and your Organic Shingles have deteriorated you must submit the Standard Claim Form. You get the Standard Claim Form at www.CertainTeedShingleSettlement.com, or by calling CertainTeed at 1-888- 898-4111.

3. Please type or print your responses in ink. Additional information will be requested if this form is incomplete or otherwise insufficient to process your claim. 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.

4. Mail the completed Abbreviated Claim Form to:

**CertainTeed Organic Claims Settlement Administrator**
**1508 Delp Drive**
**P.O. Box 5555**
**Harleysville, PA 19438**

5. No acknowledgement will be made of the receipt of a Claim Form. If you wish to be assured that your Claim Form and documentation was delivered, please use a shipping method that provides delivery certification. You should be aware that it will take time to process fully 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. Please notify the Claims Administrator of any change of address.

6. If you have questions regarding this Abbreviated Claim Form or recovery under the Settlement, you can check the website (www.CertainTeedShingleSettlement.com) or call the Claims Administrator at 1-888-898-4111. Your questions will be answered at no cost to you.

# CERTAINTEED ORGANIC SHINGLES CLASS ACTION SETTLEMENT
# ABBREVIATED CLAIM FORM

**CLAIM NUMBER**_____

## I. CLAIMANT INFORMATION

**Name:** _____
**Last** **First** **M.I.**

**Current Address:** _____
**Street Address** **Apt. Number**

_____ _____ _____
**City** **State** **Zip**

**Telephone:** ( _____ ) _____ ( _____ ) _____
**Daytime** **Evening/Cell**

**Fax:** ( _____ ) _____

**Email:** _____

If Claimant is other than an individual, state the name and capacity of the person completing this form *(Officer, Partner, etc)*: _____

## II. CLAIM INFORMATION

When did you submit a warranty claim to CertainTeed regarding your Organic Shingles? _____/_____
***Month / Year***

Provide your CertainTeed Warranty Claim Number: _____

Have you signed a release with CertainTeed regarding your original warranty claim? _____ _____
**Yes** **No**

## III. PROPERTY WHERE ORGANIC SHINGLES ARE OR WERE INSTALLED
**(Please Fill Out a Separate Copy of This Section For Each Property)**

**PROPERTY ADDRESS AND ZIP CODE/POSTAL CODE (Do Not Use A Post Office Box)**

_____
**Street Address** **Apt. Number**

_____ _____ _____
**City** **State** **Zip Code**

# IV. ACKNOWLEDGMENT OF CLAIMANT(S)

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

SUBMISSION TO JURISDICTION OF COURT. Claimant agrees to submit to the exclusive jurisdiction of the U. S. District Court for the Eastern District of Pennsylvania for all purposes associated with this Claim.

VERIFICATION OF CLAIM AND WARRANTY. Claimant represents and warrants that the information contained herein is 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. In the event that I receive compensation under the Settlement Agreement, and then in consideration thereof, and subject to various paragraphs contained in the Settlement Agreement, I, on behalf of myself and my agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, fully and finally settle, release and discharge from the Settled Claims (defined below) each and all of the Released Parties defined as CertainTeed Corporation and its former and present parents, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, representatives, accountants, auditors, attorneys, advisors, insurers, investment bankers, heirs, executors, administrators, beneficiaries and the predecessors, successors, heirs and assigns of any of them, and any person or entity in which any of the foregoing has or had a controlling interest or which is or was related to or affiliated with any of the foregoing. If the CertainTeed Organic Shingles remain on the roof when the structure is sold, I further agree to advise the subsequent Purchaser of the Property of the payment and Release and make such other appropriate disclosure as may be required by applicable local, provincial, and state 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.

**"Settled Claim"** means any claim liability, right, demand, suit, matter, obligation, damage, loss or cost (including the cost of remediation), action or cause of action, of every kind and description that the Releasing Party has or may have, including assigned claims whether known or unknown, asserted or unasserted, latent or patent, which arises out of damage to the Organic Shingles, including without limitation all claims or liability on account of or related to damage to the Organic Shingles, including but not limited to claims for damage to the roof deck and associated roofing system and/or structure, which were alleged or could have been alleged in the Complaints in the actions consolidated in MDL Docket No. 1817. Without limiting the generality of the foregoing, Settled Claim shall include, with regard to the foregoing subject matter: (1) any claim for breach or violation of any federal or state statute, consumer protection acts, case law, common law, or other law; (2) any claim for breach of any duty imposed by law, by contract, or otherwise; (3) any claim based on strict product liability, failure to warn, negligent failure to warn, negligence, reliance, breach of express or implied warranty, racketeering, fraud, conspiracy, consumer fraud, negligent misrepresentation/omission, or intentional misrepresentation/omission; (4) any claim arising from or in any way related to the design, manufacture, production, labeling, warning, sale, promotion, distribution, assembly, or installation of Organic Shingles, and/or any alleged defects in the Organic Shingles, or any part thereof; and (5) any claim for penalties, punitive damages, exemplary damages, or any claim for damages based upon any multiplication or enhancement of compensatory damages associated with (1) through (4) above.

Settled Claim does not include: (1) any claims for damages to the interior part of a building below the roof deck suffered on account of damage to the Organic Shingles; (2) any claims which do not arise from damage to the Organic Shingles; (3) 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 (4) obligations incurred by CertainTeed in settlements it has made with class members prior to the Effective Date of the Settlement Agreement.

## V. CERTIFICATION

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

This document is signed under penalties of perjury.

If more than one owner, Claim Form must be signed by all owners.

_____ _____

*Signature of Owner* *Date*

**ACCURATE CLAIMS PROCESSING TAKES TIME.**

**THANK YOU FOR YOUR PATIENCE.**