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13 *Attorneys for the Plaintiff Classes*

14 SUPERIOR COURT OF CALIFORNIA

15 CITY AND COUNTY OF PLACER

16 TIM MCADAMS, on behalf of himself, all
others similarly situated, and as private
17 attorney general,

18 Plaintiff,

19 v.

20 MONIER LIFETILE LLC, a California
limited liability company, MONIER-
21 RAYMOND COMPANY, MONIER ROOF
TILE, INC., a California corporation,
22 MONIER COMPANY, MONIER, INC., a
California corporation, and DOES 1 through
23 50,

24 Defendants.

Case No. SCV 16410

**DECLARATION OF JEFFREY B.
CEREGHINO IN SUPPORT OF
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: November 13, 2020

Time: 8:30 a.m.

Dept.: 3

Judge: Hon. Michael W. Jones

Complaint Filed: November 14, 2003

1 I, Jeffrey B. Cereghino, declare as follows:

2 1. I am an attorney duly licensed to practice before all the courts of the State of
3 California, and I am a member in good standing of the State Bar of California. I am the founding
4 partner of the law firm CEREGHINO LAW GROUP, counsel of record for the Plaintiff Class
5 (“Plaintiff”) in this case. I respectfully submit this declaration in support of Plaintiff’s
6 unopposed motion for preliminary approval. I have personal knowledge of the facts herein, and,
7 if asked to testify as to the truth of these facts, I could and would competently do so.

8 2. Prior to forming the Cereghino Law Group, I was a partner in Ram, Olson,
9 Cereghino and Kopczynski (ROCK). While at ROCK we prosecuted this case to trial, and a
10 winning appeal.

11 3. This case began 17 years ago. After one trial, three appeals, over a hundred
12 depositions, and countless motions, the parties have reached a settlement.

13 4. Judge Edward Infante (Ret.), of JAMS mediated a resolution on October 22,
14 2020. The parties agreed to settle the class benefits for **\$22,000,000**. This settlement arose in
15 large part because of the Parties’ continued disputes over the claims process, the Court’s rulings
16 related to the claims process (and anticipated appeals thereof), and disputes over proper
17 implementation of the Court of Appeal’s directives .

18 5. The settlement agreement (Settlement Agreement) is attached hereto as Exhibit 1.
19 Class Counsel anticipates that each Class Member whose Claim is approved will receive \$3,705
20 if they own a residence, and \$400 per 30 squares if they own a commercial building. However, it
21 is possible that each Class Member compensation may be reduced or increased on a pro-rata to
22 ensure each class member receives equal payment or to fully exhaust the Settlement Fund. As of
23 the close of the claims period, 9,307 claims have been filed.

24 6. The Court-approved claims process called for claimants to submit a Claim Form
25 to the independent claims administrator, Epiq Systems, which performed an initial review of the
26 claim to ensure that the Claim Form was complete and catalogued the claim form in an
27 accessible format. The completed Claims Forms were then “scored” by the Parties as approve,
28 not approve, or required more information

1 7. The Referee then reviewed the Parties’ scoring and resolved disputes, subject to
2 the Court’s approval. The Referee made a series of rulings on tranches 1 and 2 of the claims.
3 The Parties appealed these rulings to Judge Jones, who by and large confirmed them. The
4 Court’s rulings on tranches 1 and 2 enabled the Parties to fashion a Stipulation regarding Claims
5 Review Protocols, which this Court approved on September 10, 2020. The Stipulation expedited
6 the claims review process by reducing further submissions and briefing regarding challenges to
7 each and every individual claim, while preserving the Parties’ appellate rights.

8 8. Subject to the Court’s approval, Monier has agreed to pay Class Counsel
9 \$22,710,000 for administrative costs, attorneys’ fees, costs, and expenses, and the Service
10 Award. This agreement was the result of a mediator’s proposal from Judge Edward Infante
11 (ret.). This sum does not diminish the Settlement Fund for Class Members. It includes future
12 expenses that will reduce Class Counsel’s fees. In brief, every future cost or expense is covered
13 by this fund.

14 9. The Parties did not negotiate any agreement on Class Counsel fees and expenses
15 or any other issue with respect to attorneys’ fees or expenses until after mediator Judge Infante
16 informed the Parties that they reached an agreement on class relief.

17 10. The Class Representative’s agreement to the Settlement is not conditioned in any
18 manner on the granting of a service award or its amount.

19 11. The Settlement Agreement provides for notice to the Class. The proposed Class
20 Notice is attached as Exhibit 2.

21 12. During the Claims process, the Settlement Administrator processed the claim at a
22 very general level, including ensuring the claim form was completed and necessary
23 documentation attached. If a claim form was lacking in completeness, the Claims Administrator
24 would issue a deficiency letter to advise the claimant of the missing claim information.

25 13. The costs of Class Notice and related administration cost shall be paid from the
26 Fee and Administrative Cost Fund.

27 14. Here, the proposed Notice and the method of dissemination meet the requirements
28 of California Rule of Court (“CRC”) 3.766(d). The Claims Administrator will send the Class

1 Notice to all Class Members and claimants via U.S. direct mail. Every claimant has provided the
2 Claim Administrator with the claimants mailing address, which will be used for the Class Notice.
3 The Class Notice provides clear and concise information with respect to all the relevant aspects
4 of the litigation, including (a) the class definition and statement of claims; (b) the litigation
5 history; (c) the terms of the Settlement Agreement; (d) the binding effect of any judgment
6 approving the settlement, (e) the right to (and procedure for) objecting to the settlement; (g)
7 who to contact to obtain additional information regarding the settlement or the litigation; (h) the
8 manner in which compensation will be provided to the Class Representative to compensate him
9 for his service to the Class; and (g) the manner in which Class Counsel will be compensated.
10 Additional information and relevant documents will be made available if requested by the Class
11 Member. Thus, the Notice provides all the information necessary for Class Members to make
12 informed decisions with respect to whether they object to the settlement or attorney fee request.

13 I declare under penalty of perjury pursuant to the laws of the State of California that the
14 foregoing is true and correct, executed on November 9, 2020 in San Francisco, California.

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17 

18 _____
19 Jeffrey B. Cereghino
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EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

TIM MCADAMS, on behalf of himself,
all others similarly situated, and as private
attorney general,

Plaintiff,

v.

MONIER LIFETILE LLC, a California
limited liability company, MONIER-
RAYMOND COMPANY, MONIER
ROOF TILE, INC., a California
corporation, MONIER COMPANY,
MONIER, INC., a California corporation,
and DOES 1 through 50,

Defendant.

Case No. S-CV-16410

AGREEMENT OF COMPROMISE
AND SETTLEMENT

Complaint Filed: Nov. 14, 2003

IT IS HEREBY AGREED by, between, and among Plaintiff Tim McAdams (“Plaintiff”), in his individual and representative capacity on behalf of himself and the Classes (as defined below), and Defendants Monier, Inc., Monier Lifetile LLC, Monier-Raymond Company, Monier Roof Tile, Inc., and Monier Company (“Monier”) (Plaintiff, the Classes, and Monier are collectively referred to herein as the “Parties”), by and through their duly authorized counsel, that, in consideration of the promises and covenants set forth in this Agreement of Compromise and Settlement (“Agreement” or “Settlement” or “Settlement Agreement”) and upon entry by the Superior Court of Placer County (the “Court”) of a Final Order and Judgment approving the settlement as set forth in this Agreement, the claims asserted against Monier shall be settled, dismissed, and compromised on a class-wide and individual basis upon the terms and conditions set forth in this Agreement.

RECITALS

A. This case was filed in 2003 (the “Action”). Plaintiff, on behalf of himself and all others similarly situated, alleged that defendant Monier, on its own and through intermediaries in the housing sale and construction industries, misrepresented that Monier’s slurry-coated concrete roof tiles would last 50 years, would have a permanent color, and/or would be maintenance free. Further, Plaintiff alleged that Monier knew, but failed to disclose, that the color composition of the roof tiles would erode away well before the end of the represented life span. In response to Plaintiff’s allegations, Monier has denied any wrongdoing and has denied that it made any misrepresentation or failed to disclose any information.

B. After extensive discovery including dozens of depositions in 2005, Plaintiff moved for class certification. Then-presiding Judge Lawrence Gaddis denied the motion, but the Court of Appeal in an unpublished 2007 opinion (Case No. C051841 (“*McAdams P*”)) reversed.

Monier sought California Supreme Court review. The Supreme Court granted review and held the case until it decided *In re Tobacco II Cases*, 46 Cal. 4th 298 (2009). On remand after the Supreme Court's *In re Tobacco II* decision, the Court of Appeal concluded in *McAdams v. Monier, Inc.*, 182 Cal. App. 4th 174 (2010) ("*McAdams II*") that class treatment was appropriate.

C. This case went to trial in October 2012, after nine years of litigation had already taken place. The trial lasted 31 days, finishing in January 2013. The jury found that Monier was liable and awarded Plaintiff and the CLRA Class \$7.41 million in damages, finding a class size of 2,000 people and multiplying that number by \$3,705, the average cost to recoat a Monier slurry-coated tile roof estimated by Plaintiff's expert.

D. On January 28, 2013, presiding Judge Roger Picquet (Ret.) granted Monier's motion for nonsuit, reversing the jury verdict and entering judgment in favor of Monier, and awarding Monier \$117,580 in litigation costs. Pursuant to evidentiary and other rulings he had deferred until after the jury rendered its verdict, Judge Picquet excluded the statistical sampling method of Plaintiff's expert Dr. Gary Lorden and his accompanying expert opinion, and concluded that Plaintiff's case rested upon Dr. Lorden's testimony not only as to class size but also as to liability and damages.

E. The Court of Appeal affirmed Judge Picquet's exclusion of Dr. Lorden's opinion, but reversed Judge Picquet's grant of nonsuit, and directed entry of judgment for the Class, concluding that there was sufficient evidence independent of Dr. Lorden's opinion to sustain the jury's verdict of class liability against Monier and class damages. *McAdams v. Monier, Inc.*, Case No. C073435 ("*McAdams III*"), at 12.) The Court of Appeal concluded: "The trial court is directed to enter judgment of class liability and damages for plaintiff on the CLRA action, based on the jury's findings of class liability and class damages (\$3,705 per home) . . . The matter is

remanded to the trial court to determine class size and individual eligibility for recovery (such eligibility has been specified herein), through any methods that are appropriate, including representative statistical sampling or witness testimony or survey, or a claims process, individualized mini-hearings, or some other appropriate technique.” (*McAdams III*, at 15.)

F. After remand, the Parties then commenced a notice and claims process to determine who was actually in the class and could recover the \$3,705, and the Court appointed a referee to oversee and facilitate that process (the “Referee”). Claimants were divided into tranches, and the Parties were directed to score each claim to determine whether it should be approved, denied, or required more information. The Referee then reviewed the Parties’ scoring and resolved disputes, subject to the Court’s approval. The Referee made a series of rulings on tranches 1 and 2 of the claims. The Parties appealed these rulings to Judge Jones, who by and large confirmed them.

G. Throughout this litigation, the Parties have engaged in extensive, arms-length negotiations regarding the settlement of claims involving the Tiles, including multiple formal mediations.

H. Most recently, the Parties participated in a mediation on October 22, 2020 with the Honorable Edward A. Infante (Ret.) (JAMS).

I. Plaintiff and Class Counsel have evaluated the time and expense that will be necessary to prosecute the Action to final judgment and the resolution of all appeals, the delays that are likely before all appeals are resolved, 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 this Action are likely to be further protracted, complex, and expensive, and that the outcome is uncertain.

J. Without conceding any lack of merit of any of their claims, Plaintiff and Class Counsel have concluded that it is in the best interests of the Class to settle this Action on the terms set forth herein, and that the settlement with Monier embodied in this Agreement is fair, reasonable, and adequate to Plaintiff and the Class.

K. While denying any fault, wrongdoing, or liability, and relying on the provisions of this Agreement that the settlement embodied here shall in no event be construed as or deemed to be evidence of an admission or a concession on the part of Monier (or any of its predecessors, successors, parent or subsidiary companies, affiliates, officers, directors, agents, attorneys, representatives, insurers, suppliers, distributors, or vendors) of any fault, wrongdoing, or liability whatsoever, or that any of the allegations in the Complaint are true or Class Members' claims meritorious, and without conceding any infirmity in its defenses, Monier considers it desirable to enter into this Agreement to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding with this Action.

I. DEFINITIONS

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

a. "Approved Claim" means a Claim submitted by a Claimant that Class Counsel determines to be accurate, timely, and eligible for compensation such that the conditions in *McAdams III* are satisfied. Among other things, Claimant must have been exposed to the proviso as defined by the Court of Appeal in *McAdams II*, and be either (i) current owners of a home or structure with the Tiles or (ii) prior owners of such a residence or structure who paid for repairs to the Tiles arising from the types of damage alleged in the Complaint. Approval is subject to review by the Referee.

- b. “Approved Claimant” means a Class Member who has submitted an “Approved Claim” as defined herein.
- c. “Claim” means a request for compensation in connection with this Action.
- d. “Claim Form” means the form previously submitted by Class Members by March 16, 2020 (the “Claim Deadline”) to request compensation in connection with this Action.
- e. “Claimant” means a Class Member who has submitted a Claim Form by the Claim Deadline.
- f. “Class” means:
- (1) a “CLRA Class”, comprising (i) “all individuals in the State of California who own homes (for personal, family or household use) with slurry-coated roof tiles sold by Monier Company, Monier Roof Tile, Inc. or Monier Inc. between January 1, 1978[,] and August 14, 1997 (the ‘Tiles’);” and (ii) “all Californian individuals who paid to replace or repair such Tiles [excepting trial judge and family, and defendants]”; and
 - (2) a “UCL Class”, comprising (i) “all other individuals or entities in the State of California who own structures with slurry-coated roof tiles sold by Monier Company, Monier Roof Tile, Inc. or Monier Inc. between January 1, 1978[,] and August 14, 1997 (the ‘Tiles’);” and (ii) “all Californian individuals and entities who paid to replace or repair such Tiles [excepting trial judge and family, and defendants].”
- g. “Class Counsel” for this case are co-lead counsel, Jeffrey Cereghino and Michael Ram (“Co-Lead Counsel”), and also includes Jess Bedore, Richard Dorman, and Kim Stephens, as well as all other firms that have been of record in this action. Co-Lead Counsel represent and

warrant that, other than the individuals and firms referenced in this definition, no individuals or law firms represent Plaintiff or the Class in connection with this matter or have any right to seek reimbursement of fees or expenses in connection with this Action.

h. “Class Member” includes all persons or entities who fall within the definition of “Class” and have submitted Claims, as well as any assignee of some or all of a Claimant’s Claim, and includes those 62 Claimants who are subject to the Court’s Amended Order Severing Claims, dated July 8, 2020. For the avoidance of doubt, Class Members include the third-party claims filers who represent a large number of Claimants in exchange for a portion of their recovery (“Claims Holders”).

i. “Class Period” means January 1, 1978 through August 14, 1997.

j. “Complaint” means Plaintiffs’ operative class action lawsuit filed against Monier in the Superior Court for Placer County, S-CV-16410.

k. “Damages” shall refer to claims of erosion of the slurry coat of the Monier Tiles down to bare concrete.

l. “Days” mean calendar days, though if a deadline falls on a weekend or national holiday, it will be extended to the next business day.

m. “Effective Date” means the first date by which all of the following events shall have occurred:

- (1) The Court has entered the Preliminary Approval Order.
- (2) The Court has entered the Final Approval Order and Judgment approving the Settlement Agreement in all respects, dismissing this litigation with prejudice.
- (3) The time for appeal from the Final Approval Order and Judgment has

expired with no appeal having been filed, or if any appeal of the Final Approval Order and Judgment as to the Settlement Agreement is taken, that appeal has been dismissed or the Final Approval Order and Judgment affirmed by the court of last resort, including any motions for reconsideration or rehearing and/or petitions for writ of certiorari, such that the Final Approval Order and Judgment is not subject to further adjudication, appeal or review.

n. “Final Approval and Fairness Hearing” means the hearing at which the Court will:

- (1) determine whether to grant Final Approval of this Settlement Agreement;
- (2) consider any timely objections to this Settlement Agreement; and
- (3) consider Class Counsel’s request for an award of attorneys’ fees, costs, and expenses.

o. “Final Approval Order and Judgment” shall mean the order finally approving this Settlement Agreement and dismissing the Complaint as detailed in Section VIII.C of this Settlement Agreement.

p. “Tiles” shall mean slurry-coated roof Tiles sold by Monier in California during the Class Period.

q. “Notice” means, collectively, the communications by which Class Members are to be notified of this Settlement Agreement and the Court’s Preliminary Approval of this Settlement Agreement.

r. “Notice Date” shall be the date on which Notice is sent to Class Members, and shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

- s. “Notice Plan” means the notice program used by Parties and the Settlement Administrator to inform Class Members about the Settlement Agreement.
- t. “Person(s)” shall mean any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
- u. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s entry of an order of initial approval of this Settlement Agreement.
- v. “Released Claims” shall have the meaning set forth in section XII. of this Settlement Agreement.
- w. “Released Parties” shall have the meaning set forth in section XII. of this Settlement Agreement.
- x. “Releasing Parties” shall have the meaning set forth in section XII. of this Settlement Agreement.
- y. “Service Award” means cash award paid to Plaintiff for his service in this case.
- z. “Settlement Administrator” means Epiq.
- aa. “Settlement Fund” means \$22,000,000 in cash that Monier has agreed to pay, subject to approval of this Settlement Agreement, to the Class Members.

II. CONSIDERATION TO THE CLASS AND AVAILABLE BENEFITS

A. Consideration to the Class:

In exchange for the terms and conditions set forth herein, Monier will provide the following consideration:

- (1) A common fund will be established whereby Monier will pay \$22,000,000 in cash. The Settlement Fund shall be paid in the following manner:
 - a. Within 30 days of the Preliminary Approval Order, Monier will

transfer \$22,000,000.00 to the settlement fund escrow account (the “Settlement Fund Escrow Account”).

- b. Except as to Class Counsel’s fees and costs, all administrative and other expenses, as well as a service award for Plaintiff, the payment described above constitutes the entire payment due from Monier or any of the Released Parties under the Settlement Agreement. The Settlement Fund shall also cover any payments associated with Claims determinations or any possible appeals of the Final Approval Order and Judgment, and Monier shall not be responsible for any further payment as a result of any objections or appeals. The Parties agree and acknowledge that none of the settlement funds paid by Monier under the Settlement Agreement shall be deemed to be, in any way, a penalty or a fine of any kind.

- (2) The Settlement Fund Escrow Account shall be established and administered by an escrow agent to be selected by Class Counsel and approved by Monier’s counsel under the Court’s continuing supervision and control (the “Escrow Agent”). The Settlement Fund Escrow Account is intended by the Parties to be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treasury Reg. 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment.
- (3) Monier shall have no responsibility or liability relating to the

administration, investment, or distribution of the Settlement Fund, which shall be the sole responsibility of Class Counsel and the Settlement Administrator.

- (4) Following the Effective Date, Monier shall not be entitled to any reverter or return of common fund benefits intended for Class Members.

B. Benefits under this Settlement Agreement:

- (1) The Settlement Fund will be distributed consistent with Referee's Report and Recommendation No. 2, Exhibits A and B, with each Approved Claimant who is CLRA Class Member receiving \$3,705 and each Approved Claimant who is a UCL Class Member and a commercial property owner receiving \$400 for every 30 roofing squares. If there is not enough money to pay all Approved Claimants the full amount, there will be a pro rata reduction. If there is more cash than necessary to pay each Approved Claimant the full amount, each Approved Claimant shall receive a second distribution for his or her pro rata share of the excess funds. The \$22 million fund shall not be reduced by administrative costs, attorneys' fees, costs and expenses, or the Service Award. Within 30 days of the Preliminary Approval Order, Monier shall make a separate payment of \$22,710,000 into the Settlement Fund Escrow Account for administrative costs, attorneys' fees, costs, and expenses, and the Service Award (the "Fees and Administrative Costs Fund"), in accordance with Section IX of this Agreement.
- (2) Claimants will receive a separate notice of the disposition of their Claim,

i.e., whether their Claim is approved, denied, or requires additional information.

III. PRELIMINARY APPROVAL OF SETTLEMENT

Class Counsel shall prepare the motion seeking Preliminary Approval of the Class Settlement and the Parties shall work in good faith to support the motion. The Court shall be asked to approve the terms and conditions of the Settlement Agreement, the Notice to the Class, and the Notice Plan.

IV. SETTLEMENT CLAIMS ADMINISTRATOR

The Settlement Administrator, Epiq, has been selected based on cost, experience, and reputation. The Settlement Administrator will:

- (1) Send Notice and Claim determinations to the Class Members or their agents and assignees;
- (2) Continue managing the claims website and update it with information about the Settlement;
- (3) Monitor and maintain written communications from Class Members in response to the Notice;
- (4) Distribute the proceeds of the Settlement Fund pursuant to the Settlement Agreement;
- (5) Confirm the issuance of payment to the Approved Claimants; and
- (6) Provide any necessary certifications to the Court concerning the administration and processing of the Claims.

V. NOTICE OF PROPOSED SETTLEMENT

A. Notice Program

Class Counsel shall work with the Settlement Administrator to prepare the Notice Plan,

subject to review by Monier's counsel. Class Members shall receive constitutionally adequate Notice of the Settlement. Class Counsel shall submit to the Court for approval the Notice Plan. The Notice Plan will provide the best Notice practicable under the circumstances. Class Counsel shall work with the Settlement Administrator and/or other class notice specialists, as necessary, to prepare drafts of the proposed Class Notice.

B. Class Member Contact Information

The Settlement Administrator has mailing addresses for the Class Members.

C. Settlement Website

The Settlement Administrator will maintain the current Monier claims website (www.roofingtilesclassaction.com). A copy of this Agreement and all related pleadings will be posted on the website.

D. Toll-Free Telephone Number

The Settlement Administrator has already established and shall continue to monitor the toll-free telephone number of which Class Members had previously been notified, and through which Class Members will be able to obtain information about the Settlement. This shall function via an automated interactive voice recognition system.

E. Direct Notice – United States Mail

By the Notice Date, the Settlement Administrator will send the Notice via United States Postal Service ("USPS") first class mail to all Class Members at the addresses Class Members previously provided in connection with their submission of Claim Forms. Notices that are returned as undeliverable by the USPS and have a forwarding address will be re-mailed to that forwarding address, and Notices that are returned as undeliverable by the USPS without a forwarding address will be subject to address verification, utilizing a wide variety of data

sources, including public records, real estate records, electronic directory assistance listings, etc. to locate updated addresses (“skip tracing”). Notices will then be re-mailed to updated addresses located through skip tracing. The Settlement Administrator shall also send the Notice by email to all Claimants for whom it has an email address.

VI. CLASS MEMBERS’ RIGHT TO OBJECT

A. A Class Member who chooses to object to the Settlement must file a written notice of intent to object with the Court and serve copies of any such objection on Class Counsel and counsel for Monier at least fourteen calendar days before the Final Approval and Fairness Hearing. Any Class Member may appear at the Final Approval and Fairness Hearing, in person (or live, if no in-person hearing is held) or through counsel, and be heard to the extent permitted under applicable law and allowed by the Court. The right to object to the Settlement Agreement must be exercised individually by an individual Class Member and, except in the case of a deceased, minor, or incapacitated Person or where represented by counsel, not by the act of another Person acting or purporting to act in a representative capacity.

To be effective, an objection to the Settlement Agreement that is filed with the Court must:

- (1) Contain a caption that includes the case name and the case number as follows: *McAdams v. Monier, Inc., et al.*, S-CV-16410 (Superior Court of Place County);
- (2) Provide the name, mailing address, e-mail address, telephone number, and signature of the Class Member filing the intent to object, and identify his or her individual counsel, if any;
- (3) Provide a valid proof of membership in the Class. A Claimant may provide their Claim Tracking Number as support for their proof of

membership in the Class, but assumes all risks associated with any deficiencies in their claim file to establish Class membership;

- (4) File a written letter or brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection;
- (5) Be served contemporaneously on Class Counsel and counsel for Monier (unless filed electronically, such that copies will be transmitted electronically to these counsel);
- (6) Contain the number of class action settlements objected to by the Class Member in the last three (3) years;
- (7) List prior representations of objectors in class action cases by the objector's counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against that counsel; and
- (8) State whether the objecting Class Member intends to appear at the Final Approval and Fairness Hearing, either in person (or live, if no in-person hearing is held) or through counsel.

Any Class Member who does not file a timely and adequate notice of intent to object in accordance with this Settlement Agreement waives the right to object or to be heard at the Final Approval and Fairness Hearing, unless the Court permits otherwise, and shall be forever barred from making any objection to the Settlement. To the extent any Class Member objects to the Settlement Agreement, and such objection is overruled in whole or in part, such Class Member will be forever bound by this Settlement Agreement, and the Final Approval Order and Judgment

of the Court.

Any Class Member who objects to the Settlement or appeals from the Final Approval Order and Judgment or from the Fee, Cost and Expense Order shall have his or her claim and action against Monier severed so that he or she can only appeal with respect to his or her own claim without affecting the rest of the Class. If any Class Member who objects to the Settlement does not have their claim and action against Monier severed by the Court at the time of the Final Approval Order and Judgment and/or is able to appeal the Class Settlement as opposed to the Class Member's individual claim only, then no payments will be made to any Approved Claimants until thirty days after the Effective Date.

The right to appeal the disposition of any Claim is not contingent upon filing an objection to the Settlement Agreement. A Claimant may appeal the denial of their Claim notwithstanding the fact that they did not object to the Settlement Agreement.

B. If the objection is made through an attorney, the written objection must also include the identity and number of the Class Members represented by objector's counsel.

VII. REPORT BY SETTLEMENT ADMINISTRATOR

A. No later than 14 days before the Final Approval and Fairness Hearing, the Settlement Administrator shall provide to Class Counsel and counsel for Monier the following information:

- (1) The number of Notices mailed or sent to Class Members;
- (2) Any information about any objections to the Settlement Agreement that the Settlement Administrator has not previously forwarded; and
- (3) Any other tracking information reasonably requested by Class Counsel or counsel for Monier.

VIII. FINAL APPROVAL

A. If the Court preliminarily approves the Settlement Agreement, Class Counsel, with the cooperation of counsel for Monier, shall submit a motion for final approval of the Settlement Agreement by the Court at a date set by the Court. The Parties may submit supplemental memoranda in support of the motions for final settlement approval or the awarding of costs and fees at a date set by the Court.

B. The Notice to the Class shall contain a date, time, and location for the Final Approval and Fairness Hearing to be conducted by the Court. The Parties shall jointly request the Court to set a hearing on Final Approval of the Settlement Agreement shortly after the end of the objection period or such later date as the Court may determine.

C. The Parties shall request the Court upon final approval of this Settlement Agreement, to enter the Final Approved Order and Judgment, which shall:

- (1) Grant final approval to the Settlement and Settlement Agreement as fair, reasonable, adequate, in good faith and in the best interests of the Class, and order the Parties to carry out the provisions of this Settlement Agreement;
- (2) Dismiss with prejudice and without costs the Complaint and litigation against Monier and the Released Parties;
- (3) Adjudge that Releasing Parties are conclusively deemed to have released Monier and the Released Parties of the Released Claims;
- (4) Bar and permanently enjoin each Class Member from prosecuting against the Released Persons any and all of the Released Claims;
- (5) Sever and include entry of individual judgments on any claims against Monier by any Class Members who object to the Settlement, if any; and

- (6) Reserve continuing and exclusive jurisdiction by the Court to preside over any ongoing proceedings relating to the Claims or this Settlement Agreement.

IX. CLASS COUNSEL FEES AND ADMINISTRATIVE COSTS

A. Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees, expenses, administrative costs, litigation costs, and a class representative Service Award, which shall be paid from the Fees and Administrative Costs Fund and shall under no circumstances exceed \$22,710,000.

B. Upon entry of the Final Approval Order and Judgment and entry by the Court of an order awarding attorneys' fees, costs and expenses, and the class representative Service Award ("Fee, Cost, and Expense Order"), any awarded attorneys' fees, costs and expenses, and class representative Service Award shall be paid to Class Counsel from the Fees and Administrative Costs Fund by the Escrow Agent, notwithstanding the existence of or pendency of any appeal or collateral attack on the Settlement or any part thereof or the Fee, Cost, and Expense Order. Notwithstanding the foregoing, if the Final Approval Order and Judgment or the Fee, Cost, and Expense Order is reversed or modified pursuant to a final court order or as the result of an appeal, or the Settlement is voided, rescinded, or otherwise terminated for any other reason, and attorneys' fees, costs and expenses, or the Service Award have already been paid out of the Fees and Administrative Costs Fund to any extent, then Class Counsel shall be obligated and does hereby agree, within ten (10) business days after receiving notice of the foregoing from Monier or from a court of appropriate jurisdiction, to refund to the Fees and Administrative Costs Fund such attorneys' fees, costs and expenses, and Service Award that have been paid, plus interest thereon at the same rate as would have been earned had those sums remained in the Fees and Administrative Costs Fund, and such amounts shall then immediately be returned to

Monier. In such event, Class Counsel shall be jointly and severally liable for the return of such payments.

Co-Lead Counsel represent and warrant that they have the authority to bind all Class Counsel to this Agreement, and further agree that they will defend and indemnify Monier against any claims by any individual lawyers or law firms related to fees or costs in connection with this Action.

X. SERVICE AWARD

Subject to approval by the Court, for his 17 years of service to the Classes, Plaintiff Tim McAdams will receive \$20,000. This amount is to be paid from the Fees and Administrative Costs Fund as set out in Section IX.B., above.

XI. CLAIM PROCESSING AND DISTRIBUTION OF SETTLEMENT

A. Class Counsel will review and score all Claims submitted to Epiq. After all Claims are scored, Epiq will send notice to each Claimant containing the disposition of their Claim. The process will proceed as follows:

- (1) Claims will be scored Approve, Deny, or Request for Information (“RFI”).
- (2) Claimants with Approved Claims will receive a letter notifying them that their Claim has been approved.
- (3) Claimants whose Claims are denied will receive a letter notifying them that their Claim has been denied. These letters will contain at least one of the bases for the denial and will provide instructions to the Claimant to appeal the denial.
- (4) Claimants with incomplete claim files will receive an RFI identifying the additional information required to process and review their Claim. Claimants will then have 15 days to supplement their Claim with the required information by mail or by email. If the

Claimant does not timely supplement its Claim or the information provided does not satisfy the request, the Claim will be denied.

Claimants have only one 15-day opportunity to provide the additional information to correct a deficient Claim. If a Claimant has already received an RFI or deficiency letter on an issue, but did not provide sufficient information to correct the deficiency, the Claim will be denied. If a Claimant has corrected all deficiencies in prior letters, but Class Counsel determines that there are additional deficiencies, the Claimant will receive an additional deficiency letter on the additional deficiency.

B. Any Claimant (or Claim Holder) wishing to appeal the denial of their Claim must submit an appeal to Epiq within 30 days of receiving their denial letter. An appeal will be timely if it is submitted by email or postmarked by the 30th day after the date of the denial letter.

(1) A Claimant whose Claim is denied may request a copy of its Claim file from Epiq by phone or email. The copy will be sent to the Claimant by email only. A request for a copy of the Claim file does not toll the deadline for the Claimant to submit its appeal unless Epiq does not provide a copy within three (3) business days of the request. Any Claimant filing a late appeal shall provide evidence of both the date it requested a copy of its claim file and the date it was transmitted by Epiq.

(2) An appeal shall state the Claimant's name, address, and the Claim Tracking Number. At the time of submitting the appeal, the Claimant may also provide, at its option, a statement in support of its Claim. The Claimant may also submit additional documents and materials at the time it submits its appeal; however, the Referee may choose to ignore any additional materials not timely submitted with the Claimant's original claim.

(3) Upon receipt of the appeal, Epiq will provide a copy of the appeal with any additional materials submitted by the Claimant to Class Counsel. Class Counsel will have seven-days to provide a written response, if any, to the appeal.

(4) Epiq will transmit the appeal, Claims File, and Class Counsel's response to the Referee for review and ruling. The Referee will provide his ruling in writing which shall be transmitted to the Claimant and Class Counsel. The Referee may affirm the denial of a Claim for any reason that renders the Claim non-qualifying, including reasons not stated in the denial letter. If the Referee reverses the denial, he shall score the claim as Approved or issue an RFI to the Claimant to provide additional information.

(5) If the appeal is unsuccessful, the Referee shall have discretion to impose costs for his time against those Claimants who are represented by claims filers or attorneys.

C. Cash payments made pursuant to this Settlement Agreement will be made to Approved Claimants via physical checks mailed to the addresses provided on the Claim Forms. If a Claimant assigned his or her Claim to a claim filing service, then Epiq will mail the check to the claim filing service. Payments to Approved Claimants will be made no earlier than thirty (30) days after entry of the Final Approval Order and Judgment. Notwithstanding the above, if any Class Member who objects to the Settlement does not have their claim and action against Monier severed by the Court at the time of the Final Approval Order and Judgment and/or is able to appeal the Class Settlement as opposed to the Class Member's individual claim only, then no payments will be made to any Approved Claimants until thirty days after the Effective Date. In addition, for any Class Member who owns more than one Claim, payment for any Approved Claims will be made only upon the final determination of all of the Class Member's Claims.

D. Any payment to Class Members shall be from the Settlement Fund, and shall constitute full settlement and satisfaction against Monier and the Released Parties for the Released Claims, and Class Members shall not be entitled to any other payment or relief from Monier or the Released Parties. The Service Award, attorneys' fees, costs and expenses, and administrative costs incurred after November 1, 2020, will be paid solely out of the Fees and Administrative Costs Fund. Monier and the other Released Parties shall not be responsible or liable for any costs, fees, or expenses of any description, including any costs, fees or expenses of the Plaintiff or his attorneys, experts, advisors, or other representatives of the Class.

XII. RELEASE BY ALL CLASS MEMBERS

A. Effective upon Final Approval, Plaintiff and every Class Member, and each of their respective present, former, and future administrators, agents, executors, predecessors-in-interest, successors, heirs and assigns, (hereafter the "Releasing Parties") jointly and severally, hereby RELEASE, FOREVER DISCHARGE, AND SHALL FOREVER BE ENJOINED FROM PROSECUTION against Monier and the Released Parties of any and all claims, causes of action, lawsuits, proceedings, damages, judgments, losses, penalties, liabilities, rights, obligations, duties, demands, liens, actions, administrative proceedings, remedies, costs, fees of any kind, expenses, and claims of any kind whatsoever, including based on fraud, whether known or unknown, contingent or unsuspected, disclosed or undisclosed, liquidated or unliquidated, asserted or unasserted, accrued or un-accrued, in law, in equity or otherwise, in contract, tort, warranty, strict liability or otherwise, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, local, foreign or common law, including any federal or state consumer protection law), by or on behalf of any of the Releasing Parties, whether

individual, direct, class, representative, legal, equitable, or other type or in any other capacity against Monier and the Released Parties, which the Releasing Parties ever had, now have, or may have had, from the beginning of time to the Effective Date, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever related directly or indirectly to the Plaintiff's and Class Members' purchase and/or use of slurry-coated tiles Monier sold between January 1, 1978 and August 14, 1997 (hereafter the "Released Claims").

The Released Claims, however, shall not include any claims to enforce the Settlement Agreement or personal injury claims.

B. The "Released Parties" shall include Monier, Inc., its parent, subsidiaries, and affiliates, including but not limited to, Monier Lifetile LLC, Monier-Raymond Company, Monier Roof Tile, Inc., Monier Company, and any other entity with an interest in or obligation regarding Monier, Inc. liabilities. All of these entities shall be released including but not limited to any controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, members, managers, directors, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, suppliers, distributors, customers, contractors, experts, accountants, bankers, testing laboratories, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, whether or not specifically named or participating in the settlement by payment or otherwise.

C. In agreeing to the foregoing waiver, the Releasing Parties expressly acknowledge and understand that they may hereafter discover facts in addition to or different from those which

they now believe to be true with respect to the subject matter of the claims released herein, but expressly agree that they have taken these possibilities into account in electing to participate in this release, and that the release given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk. The Released Claims shall therefore extend to unknown claims pursuant to California Civil Code Section 1542. Accordingly, the Releasing Parties expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding California or other law, the Releasing Parties hereby expressly agree that the provisions, rights, and benefits of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released, and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, relate to, or overlap the Released Claims, and the Releasing Parties hereby agree and acknowledge that this is an essential term of the Release.

D. As of the Effective Date, by operation of the entry of the Final Approval Order and Judgment, each Class Member shall be held to have fully released, waived, relinquished, and discharged the Released Parties from the Released Claims, to the fullest extent permitted by law, and shall be enjoined from continuing, instituting, participating in, or prosecuting any legal proceeding against the Released Parties relating in any way whatsoever to the Released Claims.

E. The Releasing Parties, on behalf of themselves and their respective assigns, agree not to sue, bring or participate in any action or proceeding, or otherwise make a claim against any of the Released Parties that is in any way related to the Released Claims.

XIII. DISMISSAL

The Releasing Parties stipulate and agree that upon the Court's entry of the Final Approval Order and Judgment, this Action shall be DISMISSED WITH PREJUDICE.

XIV. AMENDMENT

This Agreement may be modified, amended, or supplemented only by written agreement signed by or on behalf of all Parties, and if such modification, amendment, or supplement is to be executed and become effective subsequent to the entry of the Preliminary Approval Order, only with the approval of the Court.

XV. AUTOMATIC TERMINATION OF SETTLEMENT AGREEMENT AND TERMINATION RIGHTS

A. In the event that this Settlement Agreement does not become a final, enforceable contract that is approved by the Court and upheld on appeal for any reason, or the Preliminary Approval Order and/or Final Approval Order and Judgment are vacated, materially modified or reversed, in whole or in part:

(1) Except as expressly stated herein, this Settlement Agreement shall automatically become null and void and have no further force or effect, and all proceedings that have taken place with regard to this Settlement shall be without prejudice to the rights and contentions of the Parties.

(2) The Parties will resume the litigation.

(3) This Settlement Agreement will be deemed terminated, unless the Parties, in their sole discretion within thirty (30) days of receipt of such ruling, agree to proceed with the

Settlement Agreement as modified by the Court or on appeal.

B. If the Settlement Agreement is terminated, any Settlement Funds in the Settlement Fund Escrow Account, the Fees and Administrative Costs Fund, or that have otherwise come into possession of the Plaintiff or Class Counsel, except for any funds paid or owed to the Settlement Administrator or to any other Notice consultant or provider, or any funds otherwise paid or owed for any settlement administration or Notice-related purpose, shall be returned to Monier within ten (10) Days of termination under the terms set forth in Section IX.B.

XVI. SETTLEMENT ADMISSIBILITY

This Settlement Agreement, any provision of this Settlement Agreement, and the fact of this Settlement Agreement having been made, shall not be admissible or entered into evidence for any purpose, except by the Parties to enforce the terms of the Settlement Agreement, nor will any information produced solely in connection with any of the Parties' mediations be admissible.

XVII. GOVERNING LAW AND COMPLIANCE WITH TERMS OF SETTLEMENT AGREEMENT

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the Parties shall be governed by the laws of the State of California, without giving effect to its law of conflict of laws.

The Court shall have continuing and exclusive jurisdiction to resolve any dispute that may arise with regard to the terms and conditions of this Settlement Agreement, and the Parties hereby consent to such jurisdiction.

XVIII. PREPARATION OF SETTLEMENT AGREEMENT, SEPARATE COUNSEL AND AUTHORITY TO ENTER SETTLEMENT AGREEMENT

A. The Parties and their counsel have each participated and cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any Party as drafter of the

Settlement Agreement.

B. In entering this Settlement Agreement, each Party has relied upon the advice of the Party's own attorneys of choice and has not relied upon any representation of law or fact by any other Party hereto.

C. This Settlement Agreement, including exhibits attached hereto, supersedes any and all prior agreements, and it constitutes the entire understanding between and among the Parties with regard to the matters herein. There are no representations, warranties, agreements, or undertakings, written or oral, between the Parties hereto, relating to the subject matter of this Settlement Agreement which are not fully expressed herein.

D. The Parties each represent and warrant that each of the Persons executing this Settlement Agreement is duly empowered and authorized to do so.

XIX. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XX. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, assigns, and successors-in-interest. Each of the Parties covenants that he, she, or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any Person.

XXI. NOTICE

All notices, requests, demands and other communications to the Parties or their counsel required or permitted to be given pursuant to this Settlement Agreement shall be in writing and shall be delivered personally or mailed postage-prepaid by First Class U.S. Mail to the following persons at their addresses set forth as follows:

Class Counsel for Plaintiffs:

Michael F. Ram
Morgan & Morgan
711 Van Ness Avenue, Suite 500
San Francisco, CA 94102

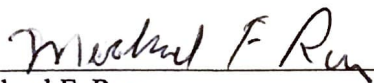
Counsel for Monier

Robyn E. Bladow
Kirkland & Ellis LLP
555 South Flower Street
Los Angeles, CA 90071

WHEREFORE, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agreed that it shall take effect on the last date of execution by all undersigned representatives of the Parties.

Dated this 9th day of November 2020.

Class Counsel for Plaintiffs:



Michael F. Ram
Morgan & Morgan

Jeffrey B. Cereghino
Cereghino Law Group

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Morgan & Morgan
711 Van Ness Avenue, Suite 500
San Francisco, CA 94102

Counsel for Monier

Robyn E. Bladow
Kirkland & Ellis LLP
555 South Flower Street
Los Angeles, CA 90071

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Dated this 9th day of November 2020.

Class Counsel for Plaintiffs:

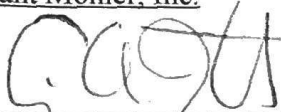
Michael F. Ram
Morgan & Morgan

Jeffery Cereghino

Jeffrey B. Cereghino
Cereghino Law Group

Tim McAdams
Class Representative

Defendant Monier, Inc.

A handwritten signature in black ink, appearing to read "C. Knot", written over a horizontal line.

Craig Knot
On behalf of Monier, Inc.

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU SUBMITTED A CLAIM IN THIS CASE, YOUR RIGHTS MAY BE AFFECTED BY THIS PROPOSED CLASS ACTION SETTLEMENT. IF YOU DID NOT SUBMIT A CLAIM THIS SETTLEMENT DOES NOT AFFECT YOU

A Court authorized this Class Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should I read this notice?

A proposed settlement (the “Settlement”) has been reached in the representative and class action lawsuit entitled *Tim McAdams, Plaintiff v. Monier Lifetile LLC, Monier Raymond Company, Monier Roof Tile Inc, Monier Company, and Monier, Inc. , and DOES 1-50, (collectively “Monier”)*, Placer County Superior Court Case No. S-CV-16410 (the “Lawsuit” or “Action”).

You should have received a prior notice in connection with this Lawsuit. The purpose of this Notice of Class Action Settlement and Final Approval Hearing (“Class Notice”) is to inform you of your rights and options in connection with the proposed Settlement of the Action. The proposed Settlement will resolve all claims in the Action, and will result in, among other things, a final order and judgment.

AS A CLASS MEMBER, AND IF YOUR CLAIM IS APPROVED, YOU WILL BE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS CLASS NOTICE AND THE STIPULATION FOR SETTLEMENT FILED WITH THE COURT,

The Lawsuit

Plaintiff filed this lawsuit in 2003. The lawsuit alleged that defendant Monier on its own and through intermediaries in the housing and construction industry misrepresented that Monier’s slurry coated roof Tiles (the “Tiles”) would last 50 years, have permanent color, and would be maintenance free. In response to those allegations, Monier denied any misrepresentation or any wrongdoing.

Trial in this case began in October 2012, and concluded in January 2013. A Placer County jury returned a verdict in favor of Plaintiff Classes. The trial judge overturned the jury verdict and entered judgment in Monier Inc.’s favor. The Plaintiff Classes appealed this ruling, won the appeal, and the trial judge subsequently entered judgment against Monier and for the Plaintiff Classes.

The Claims Process

On or about September 18, 2018 class notice was disseminated to potential class members by direct mail and by publication. The class notice advised prospective class members about the lawsuit, the requirements for class eligibility, the interlocutory judgment entered by Judge Michael Jones of the Placer County Superior Court, and the process for filing a claim and the deadlines for submission of a claim.

During the following 18 months prospective class members filed over 9,000 claims. The Claims Administer, Epiq Global, processed the claims. Each side submitted their determination as to whether each claim should be approved, denied or required further information. The process required submission of claims review to the Referee, Lester Levy, who then made recommendations to the Court.

On December 5, 2019, the Court issued an order regarding individual claim approval, but had only reviewed a

few hundred claims. As a consequence of the Court's order, the parties agreed to expedite claims processing for the remaining claims as to those categories of claims approved or denied by the Court. But the parties continued to dispute the proper resolution of claims, and anticipate additional appeals associated with claims determinations if this Action were not to settle.

THE SETTLEMENT BENEFITS

What does the Settlement provide?

Defendant Monier shall pay the Settlement Amount of \$22,000,000 into a Settlement Fund ("Settlement Fund"). The Settlement Amount shall be used solely for settlement payments to class members whose claims are approved.

NONE of the Settlement Fund shall be used to pay for: (1) Continued claims administration, (2) cost of class notice, (3) Class Counsel fees, (4) costs incurred in prosecuting the litigation (5) class representative service award.

The interlocutory judgment, consistent with the Third District Court of Appeal's opinion in *McAdams v Monier Inc.* No. C073435, WL 5968461 (October 14, 2015), provides that each qualifying residential class member would receive \$3705, and each commercial or multi-family claimant would receive \$400 per 30 roofing squares (one square is 100 sq feet)

Class Counsel does not anticipate that approved class member payments shall be reduced from \$3,705. However, Class Counsel reserves the right to slightly reduce class payments on a pro rata basis to ensure that each approved class member receives compensation. It is also possible that class payments may be increased if there are fewer class members approved for payment than anticipated.

The primary benefits of the settlement are the elimination of future risk to the class, and the acceleration of class payments. Without this settlement, Monier would have the right to appeal to the Third District Court of Appeal each and every claim, individually or by category, or both. An average period for an appeal to be briefed, argued and decided is two years. All class member compensation would be stayed, and no class member would be paid during the appellate period, or at all, if that class member lost the appeal.

Class Counsel, who have prosecuted this case for 17 years, strongly believe that the risks of an appeal, and the delay in class member compensation, support the decision to resolve this case by settlement rather than continued litigation for the foreseeable future. The settlement was reached after a mediator's proposal by retired federal judge, Edward Infante.

When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for <<Date>>, 2020 at <<Time>>. If the Court approves the Settlement, you will receive payment after the Settlement has been finally approved and/or after any appeals process is complete approving the Settlement. The payment will be made in the form of a check and will be mailed to the address you have on file with the Claims Administrator.

YOUR RIGHTS AND OPTION

What Are My Options

You are receiving this notice because you have already submitted a claim to the claim administrator. You are a member of the putative class, and if your claim is approved you will be eligible for compensation.

You may object to the settlement and/or to Monier's payment for class counsel fees, future administrative and class notice costs, case expenses, and class representative service award.

The Settlement Agreement, which is posted on the class website, describes the terms of the settlement in more detail. If you have any questions, you can contact the lawyers listed below, or you can talk to another lawyer of your own choosing.

How do I object to the Settlement?

If you have received this notice, you may object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit and anticipated appeals will continue.

Objections must be in writing. Your objection should be entitled "Objection to Class Settlement in *Tim McAdams v. Monier, Inc.*, Placer County Superior Court Case No. S-CV-16410" and identify all the reasons for your objection and any legal and factual support. Your written objection must also include (1) your name, address, telephone number, email address if available, and if represented by counsel, your counsel's name, address, telephone number and email address; (2) whether you or your counsel intend on appearing at the Final Approval Hearing; (3) whether the objection applies only to you, to a specific subset of the Class, or the entire Class; (4) the number of class action settlements objected to by you in the last three (3) years; (5) list of prior representations by your counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against your counsel; and (6) if you received an individual notice with a Epiq ID, please also provide that information as it will enable the Claims Administrator to more readily confirm that you are a class member for purposes of making an objection.

Your written objection must be mailed to the Claims Administrator, clearly indicating the case name and number, and must be postmarked by <<Date>>.

THE LAWYERS REPRESENTING YOU

Who are the lawyers in this case?

The Court has appointed Jeffrey Cereghino from the Cereghino Law Group and Michael Ram of the Morgan & Morgan law firm to represent Class Members as Lead Class Counsel, and Jess Bedore, Richard Dorman of Badham & Buck and Kim Stephens of the law firm Tousley, Brain and Stephens, PLLC are appointed as Class Counsel. (These lawyers are collectively referred to as Class Counsel)

Class Counsel believe that the Settlement is fair, reasonable, and in the best interests of the classes. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. If you have any questions about the Settlement, you can contact Class Counsel at <<insert number>>.

How will the lawyers be paid?

Class Counsel will apply to the Court by motion for the Court to approve payment by Monier to Class Counsel of \$22,710,000. This payment includes the costs for class notice, future claims administration, attorneys' fees, case costs and a service award to the Class Representative. Class compensation will not be diminished by this payment by Monier.

THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval hearing at <<time>> on <<Date>> in Department ___ at the <<Court

info>>, located at <<Address>>. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and costs; and to consider the request for a service Award to the Plaintiff. At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. If you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing in order to receive payment under the Settlement. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to come to Court to talk about it. If you submitted your Objection on time, the Court will consider it. You may also pay to have a lawyer attend on your behalf, but that is not required.

May I speak at the Final Approval Hearing?

Yes. You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than <<Date>>.

GETTING MORE INFORMATION

How do I get additional information?

This Class Notice only summarizes the Action, the Settlement and related matters. For more detailed information, you may review relevant information on the class website, or inspect the Court files for this case at <<address>>, during regular business hours Monday through Friday, or you may contact Class Counsel. If your address changes, or is different from the address on the envelope enclosing this Settlement Notice, please promptly notify the Claims Administrator.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS CLASS NOTICE