

CLAIM DENIAL EXPLANATIONS BY CATEGORY

NON-QUALIFYING TILE: This lawsuit covers only specific slurry-coated Monier tile manufactured between January 1, 1978 and August 14, 1997, not all Monier manufactured tile. Claims denied for non-qualifying tile include:

- Tile installed before January 1, 1978
- Tile installed after August 14, 1997
- Tiles brands not covered by this lawsuit include: Lifetile, Duralite, Cedarlite
- Non-Monier tile brands include: Eagle Tile, Humes, Los Arcos, Celotex Marley
- Color thru/color-through tile (non-slurry coated)

NO PROVISIO EXPOSURE: In order to qualify as a member of the Class, you must have been exposed to a statement along the lines that the roof would last 50 years, or would have permanent color, or would be maintenance-free about the appearance or durability of your roofing tile *prior* to purchasing or obtaining the home or purchasing or obtaining the Monier Tiles.

If you checked “no” to this question on page 4 of your Claim Form, you do not qualify.

NON-QUALIFYING PROVISIO EXPOSURE: In order to qualify as a member of the Class, you must have been exposed to a statement along the lines that the roof would last 50 years, or would have permanent color, or would be maintenance-free about the appearance or durability of your roofing tile *prior* to purchasing or obtaining the home or purchasing or obtaining the Monier Tiles.

If you were exposed to such a statement *after* you purchase your home or the Monier Tiles, you do not qualify.

If you were exposed to a statement that did not relate to the longevity or durability of the Tiles and their appearance, you do not qualify. Non-qualifying statements include, but are not limited to: statements about the condition of the roof or Tiles at the time that you purchased, statements about the premium quality of the roof or Tiles, statements about the distinctiveness of the roof or Tiles, statements about whether work or repairs were required on the roof or Tiles at the time of purchase, and statements disclosing problems with the roof or Tiles.

Exposure to information about this lawsuit prior to purchasing, without an additional, qualifying exposure is also insufficient.

COMPLETE ROOF REPLACEMENT FOR REASON OTHER THAN COLOR LOSS: If you replaced your roof for reasons other than color loss/appearance, you do not qualify as a Class Member, even if the color or appearance was one of the reasons why you replaced your tile. Reasons for roof replacement that do not qualify for Class membership include: leaking, cracking, and slipping Tiles and roof damage.

FAILURE TO CURE DEFICIENCY: Claimants who did not submit complete Claim Forms or all of the information required to evaluate their Claims were sent deficiency letters which provided a window of opportunity to cure the deficiency. If you received a deficiency letter and did not timely provide the required information or documentation, your Claim was denied.

PRIOR OWNER WHO DID NOT REPAIR OR REPLACE: Prior owners of property with qualifying Monier Tiles only qualify as members of the Class if they repaired or replaced the Monier Tiles for reasons related to color loss. If you submitted a Claim as a prior owner of a home with Monier Tiles but did not repair or replace your Tiles while you owned the property, you do not qualify as a Class Member.

DUPLICATE CLAIM: If two Claims were submitted for your property, only the first submitted Claim was considered unless the second filed Claim clearly requested that the later-filed Claim should supersede.

PROPERTY NOT IN CALIFORNIA: This lawsuit and settlement only applies to Monier Tiles installed on properties located in California. If your property is not located in California, you are not a member of the Class.

LATE CLAIM: All Claims must have been postmarked by March 16, 2020, to be considered for inclusion in the Class. If your Claim was postmarked after this date, your Claim was automatically denied.