

Monier Tiles Class Action Administrator
P.O. Box 4068
Portland, OR 97208-4068

SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER

If you own a home in California with Monier roofing tiles, a Class Action lawsuit may affect your rights.

A court authorized this Notice. This is not a solicitation from a lawyer.

- California consumers have sued Monier Inc. (“Monier” or “Defendant”), claiming that Defendant failed to disclose to California home owners that the color and exterior surface of Monier brand slurry-coated roofing tiles (“Tiles”) would not remain on the tiles for the expressly warranted life of the product.
- The Superior Court of Placer County, California has approved the lawsuit as a Class Action on behalf of all individuals and entities who own homes or other structures in the State of California with Tiles sold between January 1, 1978 and August 14, 1997 and were exposed to a statement implying that the roof tile would last 50 years, or would have a permanent color, or would be maintenance-free.
- The Court has not decided whether Monier did anything wrong. There is no money available now, and no guarantee there will be. However, your rights are affected, and you have a choice to make now.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Share in possible benefits. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or other benefits that may come from a trial or a Settlement. But, you give up any rights to sue Monier on your own about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it. Keep the right to file your own lawsuit.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue Monier on your own about the same legal claims in this lawsuit.</p>

- Your options are explained in this Notice. To ask to be excluded, you must act by **February 21, 2011**.

QUESTIONS? CALL 1-877-797-6085 TOLL FREE, OR VISIT WWW.ROOFINGTILESCLACTION.COM

PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.

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Basic Information

1. Why was this Notice issued?

A Court has approved, or “certified,” this case as a Class Action lawsuit. If you are part of the Class (defined in question 8 below), you have legal rights and options and may need to act before the Court decides whether the claims being made against Monier on your behalf are correct. This Notice explains all of these things.

Judge Charles D. Wachob of the Placer County Superior Court is currently overseeing this case. The case is known as *McAdams v Monier*, Case No. SCV16410. The people who sued are called the Plaintiffs. The company they are suing, Monier, Inc., is called the Defendant.

2. What is a Class Action?

In a Class Action, one or more people called Class Representatives; in this case (Tim McAdams) sue on behalf of people who have similar claims. All these people are considered a Class or Class members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The Claims in the Lawsuit

3. What does the lawsuit complain about?

Plaintiff claims that Monier, a manufacturer and marketer of roof tiles until August 14, 1997, has made false and misleading representations over a period of years that its tiles:

- (1) are free from manufacturing defects and will remain structurally sound for a period of 50 years; are warranted for 50 years; and will last a lifetime and do not wear out
- (2) have a permanent color glaze that requires no resurfacing; have a virtually impenetrable color glaze; have color that will last as long as the tile, with red tiles remaining red and brown tiles remaining brown (with some softening of color to a uniform finish); will always look good and have permanent color; and never lose their basic aesthetic appeal; and
- (3) need no care at all; and require no maintenance

Plaintiff alleges that Monier, against the backdrop of these representations, knowingly failed to disclose that its tiles are defective such that their material composition causes the exterior surface of the tiles (including the glaze and slurry-coated color exterior) to deteriorate, degrade, and disperse from the tiles well in advance of their warranted 50-year useful life. You can read the Plaintiffs Second Amended Class Action Complaint, at www.RoofingTilesClassAction.com.

4. How does Monier answer the Complaint?

Monier denies the claims and allegations in the lawsuit and says it has no liability for any of these issues. Monier’s Answer to Complaint can also be viewed at www.RoofingTilesClassAction.com.

5. Has the Court decided who is right?

No. The Court has not decided whether the Plaintiffs or Monier are right. By establishing the Class and ordering that this Notice be provided, the Court is not suggesting the Plaintiffs will win or lose this case. The lawyers for the Plaintiffs must prove their case at a trial.

6. What are the Plaintiffs asking for?

The Plaintiffs want Class Members to get compensation from Monier representing all or part of the profits Monier received from the sale of the Tiles and other legal costs.

7. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether Monier did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified about how to ask for a share.

Who is in the Class

8. How do I know if I am part of this?

As certified by the Court, the Class is defined as:

UCL CLASS: (i) all 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 California individuals and entities who paid to replace or repair such Tiles. Membership in the Class is limited to those who, prior to purchasing or obtaining their Monier roof tile product, were exposed to a statement along the lines that the Tiles would have a 50 year life, permanent color, or would be maintenance free. The Class excludes the trial Judge and his family, and Defendants and their Counsel.

CLRA CLASS: (i) all individuals in the State of California who own, for personal, family or household use, 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 California individuals who owned such homes for personal, family or household use and who paid to replace or repair such Tiles. Membership in the Class is limited to those who, prior to purchasing or obtaining their Monier roof tile product, were exposed to a statement along the lines that the Tiles would have a 50 year life, permanent color, or would be maintenance free. The Class excludes the trial Judge and his family, and Defendants and their Counsel.

9. What does CLRA mean?

"CLRA" is an abbreviation for the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750. The law prohibits vagueness, unfair business practices, and deception by declaring unlawful "methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer". Cal. Civ. Code § 1770.

10. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the website www.RoofingTilesClassAction.com, call toll free 1-877-797-6085 or write to Monier Tiles Class Action Administrator, P.O. Box 4068, Portland, OR 97208-4068, for more information.

Your Rights and Options

You have to decide whether to stay in the Class or whether to exclude yourself before a possible trial, and you have to decide this no later than **February 21, 2011**.

11. What happens if I do nothing at all?

By doing nothing, you are staying in the Class. Any judgment of the lawsuit, favorable or not, will bind all members of the Class who do not request exclusion. This means that if the Plaintiffs obtain money or benefits from Monier—either as a result of a trial or a settlement—you will be able to apply for a share. However, if you stay in, you will be legally bound by all of the decisions that the Court makes. No matter whether the Plaintiffs win or lose the case, you will not be able to sue, or continue to sue, Monier about the legal claims in this case, ever again.

12. What happens if I exclude myself?

If you exclude yourself from the Class, and the Class gets any money or benefits (as a result of the trial or any settlement that may or may not be reached between Monier and the Plaintiffs) you will not be able to get any of that money or those benefits. However, if you exclude yourself, you will not be legally bound by the Court's judgments. You will be able to sue, or continue to sue Monier on your own about the same legal claims that are involved in this case, now or in the future.

If you do pursue your own lawsuit after you exclude yourself, you'll have to hire and pay your own lawyer for that case, and you'll have to prove your claims, without the benefit of the work performed by the lawyers in this Class Action.

13. How do I ask to be excluded?

To exclude yourself from the lawsuit, you must send a letter by mail saying that you want to be excluded from the Class in *McAdams v Monier*. You must include the case number (No. SCV 16410), your full name, address, telephone number and signature. You must mail your Exclusion Request postmarked by **February 21, 2011**, to:

Monier Tile Class Action Administrator
P.O. Box 4068
Portland, OR 97208-4068

The Lawyers Representing You

14. Do I have a lawyer in this case?

Yes. The Court appointed Jeffrey Cereghino of Merrill, Nomura & Molineux in Danville, CA and Michael Ram of Ram & Olson LLP in San Francisco, CA to represent you as co-lead "Class Counsel." These firms and other law firms working with them as Class Counsel are experienced in handling

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similar cases. Complete contact information for these and other law firms representing Class Members can be found at www.RoofingTilesClassAction.com.

15. Should I get my own lawyer?

Any member of the Class who does not request exclusion may, if they desire, enter an appearance through their own lawyer. You do not need to hire your own lawyer because Class Counsel is working on your behalf, but if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

16. How will the lawyers be paid?

If Class Counsel obtains money or benefits for the Class, they may ask the Court for fees and expenses. You don't have to pay any of these fees and expenses. If the Court grants their request, the fees and expenses would be deducted from any money obtained for the Class, or paid separately by Monier.

A Trial

17. How and when will the Court decide who is right?

If the case is not dismissed or settled, the Plaintiffs will have to prove their claims at a trial. During the trial, the Judge, and/or a Jury, will hear all of the evidence, so that a decision can be reached about whether the Plaintiffs or Monier are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win any money or benefits for the Class.

18. When will I receive a payment?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to ask for a share or what your other options are at that time. Currently these things are not known right now. Court orders and other important information about the case will be posted on the website, www.RoofingTilesClassAction.com, as it becomes available. You can access the website, whether you stay in the lawsuit or exclude yourself, to obtain current information about this case.

Getting More Information

19. Are more details available?

Visit the website at www.RoofingTilesClassAction.com, where you will find the Court of Appeals Opinion on Remand, the Second Amended Complaint, Monier's answer to the Second Amended Complaint and other relevant documents. You may also call toll-free at 1-877-797-6085 for more information, or write to Monier Tile Class Action Administrator, P.O. Box 4068, Portland, OR 97208-4068.