

STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 00C-0235

**JOHN PARADIS, Individually and on Behalf of a
Class of Persons Similarly Situated**

vs.

BIRD INCORPORATED

**TO: OWNERS OF PROPERTY ON WHICH FIBERGLASS ROOF SHINGLES
MANUFACTURED OR SOLD BY BIRD INCORPORATED FROM JULY 1, 1985
THROUGH APRIL 1, 1993 HAVE BEEN INSTALLED**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS MAY BE AFFECTED
BY LEGAL PROCEEDINGS DESCRIBED IN THIS NOTICE.**

THIS IS A NOTICE OF:

- 1) THE SETTLEMENT OF A CLASS ACTION LAWSUIT;**
- 2) THE CERTIFICATION OF A SETTLEMENT CLASS; AND**
- 3) A HEARING ON THE SETTLEMENT AND CERTIFICATION**

OFFICIAL COURT NOTICE

TO: CURRENT OWNERS OF BUILDINGS WITH FIBERGLASS ROOFING SHINGLES MANUFACTURED OR SOLD BY BIRD INCORPORATED BETWEEN JULY 1, 1985 AND APRIL 1, 1993

Notice is hereby given that a settlement has been reached in the class action lawsuit pending in the New Hampshire Superior Court for Merrimack County entitled JOHN PARADIS, et al v. BIRD INCORPORATED, No. 00-C-0235 and preliminary approval has been granted by the Superior Court. The settlement will provide compensation to persons who own buildings or homes with Damaged fiberglass roofing shingles (including the following Bird product lines: Architect 80, Architect 90, Architect Limited Edition, Fireline, Jet 80, Mark 80, PRC Seal King, Seal King, Wind Seal 80, Woodline and Woodscape) that were manufactured or sold by Bird between July 1, 1985 and April 1, 1993 ("the class period"). The settlement will be considered for approval at a Fairness Hearing scheduled by the Court for **January 31, 2001 at 9:00 a.m.** at the Merrimack County Superior Court, 163 North Main Street, Concord, New Hampshire.

You are a member of the settlement class if you own a home, building or other structure in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia or West Virginia on which fiberglass roofing shingles manufactured or sold by Bird during the class period are or have been previously installed, or your subrogees. The following persons are NOT included in the settlement class: (a) persons who properly execute and timely file a Request for Exclusion from the class in accordance with the terms of the Settlement Agreement, (b) all persons who are or were builders, developers, contractors, manufacturers, wholesalers or retailers of real estate or real property (except as to personal residences or commercial property owned by them), and (c) all persons who have prior to the effective date of the settlement asserted claims against Bird with respect to allegedly defective fiberglass roofing shingles manufactured or sold by Bird during the class period which have been settled as evidenced by a written Release of Bird or proof of compensation by Bird in settlement of the claims or which have been judicially resolved.

This Notice is only a summary of the formal Notice of Settlement and Fairness Hearing. If you think you may be a member of the settlement class and you did not receive the written Settlement Notice by mail, you should request one by contacting the Notice Administrator by mail or telephone as follows:

**BIRD Claims Office
Bird, Incorporated
1077 Pleasant Street
Norwood, MA 02062
1-800-247-3047**

The formal Notice of Settlement includes a Claim Form, Request for Exclusion and Instructions on how to opt-out of the settlement and other information.

**If you are a member of the settlement class and do not opt out of the settlement by
January 22, 2001, you will be bound by the Court's Judgment.**

PLEASE DO NOT CONTACT THE COURT

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1. WHY SHOULD I READ THIS NOTICE?

If you own a home or other property with Fiberglass Roofing Shingles manufactured or sold by **BIRD Incorporated** between July 1, 1985 and April 1, 1993 (collectively "BIRD"), your rights may be affected by, and you may be entitled to receive benefits from, the Settlement of the lawsuit known as Paradis v. Bird Incorporated, 00C-0235 (the "Litigation"), pending in the Superior Court for Merrimack County, New Hampshire (the "Court").

2. WHAT IS THE LAWSUIT ABOUT?

The plaintiffs in the Litigation, on behalf of themselves and other current owners of property in certain states¹ with Bird Shingles, allege that BIRD manufactured, distributed and falsely advertised defective fiberglass roofing shingles to builders and property owners. Plaintiffs allege that certain shingles manufactured or sold between July 1, 1985 and April 1, 1993 prematurely crack and otherwise deteriorate when exposed to normal climatic conditions. The plaintiffs allege legal theories of negligence, strict liability, fraud, violation of consumer protection statutes, and breach of express and implied warranties. These allegations have not been proven, as no trial has occurred. If the Settlement is approved by the Court, no trial will occur.

BIRD denies the plaintiffs' claims and allegations, and denies that it is liable to the plaintiffs or the Settlement Class, as defined in Section 3, *below*. The Court has not determined the merits of the claims asserted against or the defenses asserted by BIRD.

3. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

The plaintiffs and BIRD have entered into a proposed Settlement, as set forth in the Amended Stipulation of Compromise and Settlement Agreement dated September 27, 2000, to settle the Litigation (the "Settlement").

The "Settlement Class" for the Litigation consists of all Persons who on September 27, 2000, owned property in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia and West Virginia on which roofing shingles manufactured or sold by BIRD from July 1, 1985 through April 1, 1993 have been installed, or their subrogees. **EXCLUDED** from the Settlement Class are:

- A. All Persons who, in accordance with the terms of the Settlement Agreement, properly execute and timely file during the Opt Out Period a Request for Exclusion from the Settlement Class;

¹ Bird sold or distributed its fiberglass shingles in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia and West Virginia.

- B. All Persons who prior to the Effective Date of the Settlement settled claims against BIRD, arising out of, or relating to, BIRD Shingles, as evidenced by a signed written release, or proof of compensation by BIRD in settlement of the claims or who resolved through final judicial action Claims against BIRD, arising out of, or relating to, BIRD Shingles.
- C. All Persons who were or are builders, developers, contractors, manufacturers, wholesalers or retailers of Property, except as to personal dwellings or commercial Property owned by them.

4. WHAT CLAIMS ARE COVERED BY THE SETTLEMENT?

The Settlement covers the claims described *below* made or hereafter made against Bird by Eligible Claimants prior to the expiration of the original BIRD warranty periods set forth in Table 1, *below*, which was established by BIRD in a written warranty with respect to such shingles at the time they were sold.

Eligible Claimants are Settlement Class Members (1) who own homes or other structures as of the date of Preliminary Approval in this Action on which BIRD Shingles manufactured during the Class Period are or were installed where such shingles have either (a) cracked, torn or split or (b) blown off the roof, and have not been repaired or replaced; or (2) who own homes or other structures on which such shingles were installed and who, while owning the property, replaced cracked or blown off fiberglass roofing shingles manufactured by BIRD during the Class Period. The Settlement **does not** cover prior claims with respect to such shingles made against BIRD which have either been settled or judicially resolved, or any claims for damages to BIRD Shingles occurring after the expiration of the original BIRD warranty period in effect at the time the shingles were sold, as set forth in Table 1.

5. WHAT ARE “BIRD SHINGLES”?

“BIRD Shingles” or “Shingles” are defined in the Settlement as BIRD fiberglass shingles manufactured or sold by BIRD from July 1, 1985 through April 1, 1993, having a fiberglass-mat base, and sold under the following product names: Wind Seal 80, Jet 80, PRC Seal King, Seal King, Fireline, Mark 80, Woodline, Woodscape, Architect 80, Architect 90, and Architect Limited Edition.

6. HOW DO I KNOW IF I HAVE “BIRD SHINGLES”?

If you do not already know whether you have BIRD Shingles on your property, there are several alternative steps you may take to make that determination. First, you may contact the builder of your property. You may also take a shingle to your local building supply store, which may be able to assist you, or if you obtain a repair estimate from a roofing contractor, the contractor should be able to identify your brand of shingles. As a part of the claims process, you will be

required to send three shingles from your roof to the Claims Office, or to otherwise establish that you have, or had, BIRD Shingles installed on your Property.

TABLE 1

The BIRD Shingles that are the subject of this Settlement and the corresponding written warranty period for the BIRD Shingles are set forth *below*:

Bird Shingles	
Name	Warranty Period
Wind Seal 80	20 years
Jet 80	22 years
Seal King	25 years
PRC Seal King	25 years
Fireline	30 years
Mark 80	30 years
Woodline	25 years
Woodscape	25 years
Architect 80/ Architect 90	30 years
Architect Limited Edition	35 years

7. WHO CAN RECOVER BENEFITS UNDER THE SETTLEMENT?

Eligible Claimants can recover benefits under the Settlement. An "Eligible Claimant" is anyone who is a member of the Settlement Class (as defined in Section 3, *above*) who submits a Claim, and all information and materials required therein, within the time limits set out in Table 1 and Section 15 and who has sustained Damage with respect to BIRD Shingles, and who either:

- (a) now or hereafter suffers Damage to BIRD Shingles on his or her property; or

- (b) has previously suffered Damage to BIRD Shingles on such property and repaired the Damage without having been compensated by BIRD for the Damage, or
- (c) who made a prior claim against BIRD with respect to Damage to a portion of a roof on such property which is different from the portion of the roof which is the subject of the current claim, regardless of whether the claimant executed a prior release.

8. WHAT ARE THE MONETARY BENEFITS OFFERED BY THE SETTLEMENT?

The Settlement allows Eligible Claimants (as defined in Section 7, *above*) to recover certain costs of repair or replacement of Damaged BIRD Shingles. The benefits you may be entitled to under the Settlement will vary depending on how long the Shingles have been on your Property, whether you are filing a claim for cracked shingles or “Blow Off” shingles, whether your shingles had a 20 year, 22 year, 25 year, 30 year or 35 year written warranty period, whether you have one or two layers of shingles currently on your roof, and whether you have previously submitted a claim to BIRD. BIRD will pay Eligible Claimants as described in the following paragraphs:

- 8.1 BIRD shall compensate Eligible Claimants for Damage in the form of cracking of BIRD shingles as follows:
 - 8.1.1 If the total area of the roof is 50 squares or fewer and the number of cracked BIRD Shingles on the roof is 10 or more, then that entire roof shall be deemed Damaged and the compensation will be calculated based on the total number of squares on the entire roof.
 - 8.1.2 If the total area of the roof is more than 50 squares and the number of cracked BIRD Shingles on any roof plane is 10 or more, then that entire roof plane shall be deemed Damaged and the compensation will be calculated based on the total number of squares in the Damaged plane or planes.
 - 8.1.3 In the event BIRD compensates an Eligible Claimant whose property is roofed with more than fifty (50) squares of BIRD Shingles for damage on less than all planes of the roof and the Eligible Claimant suffers Damage to additional roof planes within the written warranty period set forth in Table 1, such Eligible Claimant may submit additional claims within the Claims Period with respect to the Damage to the additional planes, in accordance with paragraphs 8.1.1 and 8.1.2 as described in Section 13 *below*.

- 8.1.4 If the roof has only one layer of shingles, BIRD will pay a total of :
(a) \$75 per square of shingles to be replaced plus an additional amount equal to the current per square price of comparable BIRD Shingles (as set forth in Table 2 herein) for each square of shingles replaced, which amount shall be pro-rated as described in Section 13 *below*.
- 8.1.5 If the roof has two or more layers of shingles, BIRD will pay \$114 per square of shingles to be replaced plus an additional amount equal to the current per square price of comparable BIRD Shingles (as set forth in Table 2) for each square of shingles replaced, which amount shall be pro-rated as described in Section 13 *below*.
- 8.1.6 Whatever the size of the roof, if fewer than ten BIRD Shingles have cracked, BIRD will pay Eligible Claimants a total of \$75 against the cost of labor needed to replace the shingles and will also provide one square of comparable shingles, as set forth in Table 2.
- 8.1.7 In the event BIRD compensates an Eligible Claimant pursuant to paragraph 8.1.6 *above*, because fewer than ten BIRD Shingles have cracked, but the Eligible Claimant suffers additional Damage to the roof within the written warranty period set forth in Table 1, such Eligible Claimant may submit additional claims within the warranty period with respect to the additional Damage.
- 8.2 BIRD shall compensate Eligible Claimants with respect to blown off BIRD shingles as follows:
 - 8.2.1 If the blown off BIRD shingles affected less than 10% of a roof plane, BIRD will provide comparable BIRD replacement shingles for the blown off shingles and in addition will pay an amount equal to \$75 per square against the labor cost for installation of new shingles to replace the blown off shingles, plus \$15 per square against the labor costs of hand-sealing any shingles which remain unsealed on the plane.
 - 8.2.2 If the blown off shingles affected more than 10% of a roof plane, then such entire roof plane shall be deemed Damaged and BIRD will provide comparable BIRD replacement shingles to replace all shingles on that plane and in addition will pay an amount equal to \$75 per square for labor for installation of new shingles on the entire plane, based on the total number of squares on the plane.

8.2.3 There will be no pro-ration factor for blow-off claims, EXCEPT that amounts paid to reimburse claimants for blown-off shingles which have already been replaced on roofs having more than 50 squares will be pro-rated in the manner described in Section 13, *below*.

8.2.4 Claims seeking payment with respect to blown off BIRD Shingles must be made within one year of the Effective Date of the Settlement. BIRD will not be responsible to pay any such claims which are made after the expiration of that time period.

TABLE 2

PRODUCT PRICING

Discontinued Fiberglass Product	Current Fiberglass Equivalent Product	Price/Square
Windseal	N/A	\$21.00
Jet 80	Jet 25	\$21.00
PRC Seal King / Seal King	Seal King 25	\$26.00
Fireline	XT-30	\$28.00
Mark 80	XT-30	\$28.00
Woodline / Woodscape	Woodscape 25	\$32.00
Architect 80 / Architect 90	Woodscape 30	\$47.00
Architect Limited Edition	Woodscape 40	\$53.00

9. “DAMAGE” DEFINITION

With regard to BIRD Shingles, the following conditions will be deemed to constitute “Damage”:

- (a) Cracking, tearing or splitting of BIRD Shingles (referred to herein as “Cracking” Bird Shingles); and/or
- (b) Blow-off of BIRD Shingles.

BIRD Shingles will not be considered Damaged to the extent BIRD can establish, subject to review by the independent Claims Reviewer, that any of the following listed Causation Defense is or was the principal cause of the Damage. BIRD shall bear the burden of establishing that

a Causation Defense is or was the principal cause of the Damage in question. The BIRD Causation Defenses are:

- (a) For any Claim,
 - (1) Damage to BIRD Shingles to the extent caused by intentional, reckless or negligent physical damage to BIRD Shingles (unrelated to installation, maintenance or weather);
 - (2) Damage to BIRD Shingles to the extent caused by roof deck movement;
 - (3) Damage to BIRD Shingles to the extent caused by and/or resulting from natural disaster, including, but not limited to, hail, unusually strong storms or winds *above* 60 miles per hour, fire, hurricane, flood, earthquake, earth movement, or other similar *force majeure* events;
 - (4) Damage to BIRD Shingles to the extent caused by structural changes or alternations to the Property after the shingles were installed, including, but not limited to, installation of equipment on the roof (such as solar heating or air conditioning equipment and TV antennas), or other modifications;
 - (5) Damage to BIRD Shingles to the extent caused by improper racking or shingles (installing the shingles straight up the roof so that the end joints of every row of shingles are vertically aligned);
 - (6) Damage to BIRD Shingles to the extent caused by installing BIRD Shingles over roof decks not approved by BIRD, which are as follows:
 - (a) decks which are not constructed of an APA rated exterior grade plywood or APA-rated OSB board (all of which must have a minimum thickness of one-half inch) or decks which are constructed of wood boards over six inches in width, or
 - (b) decks which are constructed of materials such as Homasote board, NRG Board, Tectum, Gypsum or nailable concrete, or
 - (c) decks where BIRD Shingles have been applied directly to any type of roof insulation such as wood fiber, foam, fiberglass or perlite insulation;

(7) Damage to BIRD Shingles on homes or buildings with cathedral ceilings to the extent caused by installing BIRD Shingles directly over decks insulated with rigid insulation board, if there does not exist at least one inch of free-flowing air space between the deck to which the shingles are applied and the rigid insulation board. With respect to roofs of 50 squares or fewer, BIRD may assert the defense provided by this sub-Section only if it has inspected the Claimant's roof and is able to present evidence the conditions exist and there is less than one inch of free-flowing air space between the deck and the rigid insulation board.

(b) For Claims involving more than 50 squares (i.e., more than 5,000 square feet) of BIRD Shingles only, the Causation Defenses also include, in addition to those described *above*:

(1) Damage to BIRD Shingles to the extent caused by installation not in accordance with BIRD's installation instructions printed on BIRD's shingle wrapper applicable to the Claimant's BIRD Shingles at the time of their installation;

(2) Damage to BIRD Shingles to the extent caused by excessive or unreasonable traffic on the roof; and/or

(3) Damage to BIRD Shingles to the extent caused by improper storage or handling of shingles.

(4) Damage to BIRD Shingles caused by inadequate ventilation.

10. CLAIMS FOR UNREIMBURSED EXPENDITURES FOR PRIOR REPAIRS

Eligible Claimants who file a Claim for prior unreimbursed repair related to Bird Shingles but as to which no prior claim has been filed shall be paid the amount to which they would have been entitled by application of the compensation formula set forth herein calculated as of the date of a claim.

11. NEW CLAIMS FOR A NEW PORTION OF THE ROOF WITH BIRD SHINGLES

A current owner of Property, who made a prior claim against BIRD with respect to a portion of a roof with damaged BIRD shingles, may make a new claim against BIRD with respect to a portion of the roof on such property which is different from the portion of the roof which was the subject of the prior claim, regardless of whether the claimant executed a prior release.

12. WHAT IS A “SQUARE”?

One square of shingles equals 100 square feet or an area that is approximately 10 feet by 10 feet square.

13. WHAT DOES “PRO RATED” MEAN?

Pro-rated claims will be based on the number of years remaining on BIRD’s written warranty as set forth in Table 1 herein with respect to the damaged BIRD shingles as of the date the claim is first received by the Claims Office, or, in the case of any claims for prior unreimbursed repairs, as of the date on which the unreimbursed repairs were made. Thus, in determining the amount of any payment to be made by BIRD under this Settlement, the amount of any such cracking claim payments determined by the Claims Office or the Claims Reviewer to be owed by BIRD will be multiplied by the percentage obtained by dividing the total years remaining on the original warranty issued by BIRD at the time the Claimant’s BIRD shingles were installed by the total number of years provided by that warranty, to reflect the number of years that the Claimant has had the use of the BIRD shingles.

14. WHAT ARE THE NON-MONETARY BENEFITS OFFERED BY THE SETTLEMENT?

- 14.1 The claims review process will be subject to the oversight of the independent Claims Reviewer, and a Claimant may appeal any adverse decision by the Claims Office to the independent Claims Reviewer without any costs to be paid by the Claimant. BIRD will be solely responsible for and pay all of the costs of the Claims Reviewer and Independent Inspector;
- 14.2 If the Claims Office denies all or part of a claim, the Claimant will have the right to appeal the rejection to an independent Claims Reviewer. In such event, the Claims Reviewer or the Claimant may request that an Independent Inspector visit the premises and evaluate the claim pursuant to the terms of this Stipulation.
- 14.3 The full cost of the Claims Office, the Claims Reviewers and Independent Inspectors will be paid directly by BIRD. The Claimant shall not pay or be responsible for payment of the Claims Reviewers or Independent Inspectors under any circumstances.
- 14.4 For Claims involving 50 squares or fewer (*i.e.*, 5,000 square feet or fewer of BIRD Shingles), the entire roof will be deemed “Damaged” if there are 10 or more cracked shingles on the roof;

- 14.5 BIRD has waived and foregone significant potential legal and factual defenses, for the purposes of the settlement only, including statutes of limitations, defenses based on a lack of privity, and defenses limiting the remedy to the express terms of the written warranty and limitation on recovery due to the economic loss doctrine. BIRD has asserted numerous such affirmative defenses in its Answer to the Plaintiffs' Complaint;
- 14.6 Subsequent Owners of Property with Bird Shingles may participate in the Settlement on the same terms as original owners and purchasers;
- 14.7 BIRD agrees, for purposes of the Settlement only, to stipulate to the certification of a Settlement Class;
- 14.8 BIRD will pay all costs and expenses associated with the Settlement, including the costs and expenses for the preparation and dissemination of this Notice and all other Class Notices and the costs of administration of the Settlement;
- 14.9 Attorney fees and expenses, in a total combined amount not to exceed \$875,000.00, incurred in connection with the Litigation and the Settlement must be approved by the Court and will be paid directly by BIRD on top of, and not as a reduction from, the amounts paid to Settlement Class Members;
- 14.10 Persons who repaired or replaced their BIRD Shingles without having made a prior claim may participate in the settlement so long as they still own the property, even though the original BIRD warranty required that BIRD be notified of a potential claim before repairs are made; and
- 14.11 The settlement includes certain compensation for the labor necessary to remove the damaged shingles and to install new shingles, although BIRD's warranty excluded payment for labor costs.
- 14.12 The settlement does not release claims for consequential damages, such as damage to property due to roof leaks, allowing such claims to proceed under existing law.

15. WHEN WILL THE SETTLEMENT BECOME EFFECTIVE?

The Settlement Agreement will become effective when the Order and Final Judgment are entered by the Court, and are not subject to any appeals (the "Effective Date"). However, in the event that the number of Class Members requesting exclusion reaches a level that threatens to frustrate the essential purpose of this Agreement, BIRD may elect to terminate this Agreement by so notifying Plaintiffs' Class Counsel and the Court.

PLEASE NOTE THAT NO CLAIMS WILL BE PROCESSED UNDER THE CLASS ACTION SETTLEMENT UNTIL IT BECOMES EFFECTIVE FOLLOWING FINAL COURT APPROVAL AND EXHAUSTION OF ALL TIME FOR APPEAL.

Persons wishing to process claims in the interim may follow the procedures in Section 31, *below*.

16. DO I NEED TO DO ANYTHING TO PARTICIPATE IN THE SETTLEMENT?

YES.

IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST FILE A CLAIM FORM NO LATER THAN:

- (1) THE EXPIRATION OF THE WRITTEN WARRANTY PERIOD APPLICABLE TO THE TYPE OF BIRD SHINGLE FOR WHICH A CLAIM IS MADE IN THE CASE OF CLAIMS FOR EXISTING CRACKING DAMAGE AS SET FORTH IN TABLE 1 HEREIN; **AND**
- (2) TWO YEARS FROM SEPTEMBER 27, 2000 IN THE CASE OF CRACKING CLAIMS FOR PRIOR UNREIMBURSED REPAIRS, MADE WITHOUT A PRIOR CLAIM AGAINST BIRD; **OR**
- (3) ONE YEAR FROM SEPTEMBER 27, 2000 IN THE CASE OF CLAIMS FOR BLOW-OFF DAMAGE.

The date of filing will be the date of the postmark for Claim Forms mailed first class, registered or certified mail, postage prepaid and properly addressed to Claims Settlement Administrator, or the date when Claim Forms are delivered to any commercial one or two-day delivery service, properly addressed.

17. HOW DO I MAKE A CLAIM?

A Claim form is included as part of this Notice. It addresses all of the following:

- (a) Claims for existing cracking Damage,
- (b) Claims for prior unreimbursed repair for cracking Damage, which was repaired without a BIRD claim,
- (c) Claims for blow off Damage, and
- (d) Claims for unreimbursed blow off Damage.

TO MAKE A CLAIM UNDER THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND FILE THE INCLUDED CLAIM FORM.

File your completed form, along with appropriate proof and documentation (as set forth on the Claim Form) with:

**BIRD CLAIMS OFFICE
1077 Pleasant Street
Norwood, MA 02062**

You should submit a separate Claim Form for each Damaged Property. Only one properly authorized claim should be submitted for association-maintained condominium, cooperative or similar properties. If you did not receive the Claim Form, or if you desire an additional copy or of this Notice, you may obtain copies by calling 1-800-247-3047.

Any member of the Settlement Class who fails to submit a valid and timely Claim Form will not be considered an Eligible Claimant and will not be able to receive any of the benefits of the Settlement.

18. HOW WILL DISPUTES REGARDING CLAIMS BE RESOLVED?

Following receipt of a Claims Package from a Claimant, the Claims Office will have 30 days within which to review the claim and determine whether it is sufficiently complete for processing or whether the Claims Office needs additional information to further evaluate the claim, or whether it wishes to inspect the Claimant's property.

If no additional information or inspection is sought from the Claimant during this 30-day period, the claim shall be deemed complete for processing. If the Claims Office determines in good faith that further information reasonably relevant to the claims is needed to process the claim, the Claims Office shall notify the Claimant in writing, within the initial 30-day period, requesting the additional information needed to evaluate the claim.

The Claimant will have 30 days following receipt of any such written notification to provide the further information requested. If the Claimant is unable to furnish the requested additional information, the Claims Office shall evaluate the claim based on the information submitted in the Claims Package.

In the event that the Claims Office determines that it is necessary to inspect the Claimant's property in order to evaluate a Claim, the Claims Office may inspect the Claimant's Property upon 10 days written notice to the Claimant. Reasonable additional time will be made available for the inspection in the event of inclement weather. The request to inspect the property must be made no later than 30 days following the Claims Office's receipt of a *completed* Claims Package (i.e., the initial Claims Package and any additional supplemental information requested by the Claims Office). During the inspection, it may be necessary for the inspector to remove shingles,

soffits or other portions of the Property as may be reasonably necessary to determine whether there exists a valid claim under the settlement. However, following any such removal Bird must, at its own expense, restore the Claimant's Property to the condition which existed prior to the inspection.

The Claims Office must advise the Claimant in writing within 60 days following the later occurrence of its (a) receipt of a Claims package; (b) receipt of a *completed* Claims Package, or (c) inspection of the Claimant's property whether and to what extent the claim has been approved or denied. If a settlement offer is made by the Claims Office, the Claimant will have 45 days to accept the offer in writing. If the offer is accepted, Bird will have 45 days from the date of acceptance to pay the settlement amount.

If the Claims Office denies all or part of a claim, the Claimant will have the right to appeal the rejection to an independent Claims Reviewer. The Claimant will have 45 days from the receipt of the written notice of the denial to request an independent review by the Claims Reviewer. In such event, the Claims Reviewer, Bird or the Claimant may request, within 30 days receipt of the notice of Claimant's appeal, that an Independent Inspector visit the premise and evaluate the claims pursuant to the terms of the Stipulation of Compromise and Settlement. The Independent Claims Reviewer and the Independent Inspector shall be selected by agreement of Plaintiff's Class Counsel and Bird or, in the absence of such agreement, shall be appointed by the Court. The inspection by the Independent Inspector must be completed within 45 days of the request, weather permitting. The Independent Inspector will submit his report to the Claims Reviewer, Bird and the Claimant within 15 days following the inspection.

Following receipt of the report of the Independent Inspector, the Claimant and Bird will have 30 days to submit additional information to the Claims Reviewer. Any such additional submission must be done in accordance with the procedures and rules for handling the review of claims by the Claims Reviewer as established jointly by Class Counsel, Bird and the Claims Office. The Claims Reviewer will make his final decision on the claim within 15 days after the expiration of such 30-day period. The final decision of the Claims Reviewer will be non-appealable. Bird will pay any final award of the Claims Reviewer within 45 days of receipt of the Claims Reviewer's decision. Any dispute as to whether a Claimant has properly complied with the claims procedures will be resolved by the Claims Reviewer.

The full cost of the Claims Reviewers and Independent Inspectors will be paid directly by Bird. The Claimant shall not pay or be responsible for payment of the Claims Reviewers or Independent Inspectors under any circumstances.

19. WHAT IF I ALREADY REPAIRED OR REPLACED MY SHINGLES?

You may still be eligible to participate in the Settlement. Please see Section 10 *above*.

20. WHAT IF I AM TRYING TO SELL MY HOUSE?

Priority in the claims administration process is given to Properties that are listed, posted or advertised for sale. The purchaser of your Property will be bound by the Release of Settled Claims, but if you have not already done so, the purchaser may file a Claim as a subsequent owner within the warranty period applicable to your BIRD Shingles.

21. WHAT IF I MAKE A CLAIM NOW, BUT SUFFER MORE DAMAGE TO MY ROOF LATER ON?

If your roof has 50 or fewer squares of BIRD Shingles (*i.e.*, 5,000 or fewer square feet), and 10 or more shingles have been damaged by cracking, the compensation formula in this Settlement will assume that your *entire* roof was Damaged. Accordingly, there will be no need to file a claim for additional damage in the future.

In the event BIRD compensates an Eligible Claimant because fewer than ten BIRD Shingles have cracked, but the Eligible Claimant suffers additional Damage to the roof, such Eligible Claimant may submit additional claims within the written warranty period with respect to the additional Damage.

If your roof has more than 50 squares (*i.e.*, more than 5,000 square feet), it is possible that you will be compensated only for planes of the roof which has suffered Damage. If so, and other planes of your roof suffer Damage after you have filed a Claim but before the expiration of the warranty period applicable to your BIRD Shingles as set forth in Table 1, you may file additional claims during the remaining Claims Period for such additional Damage.

22. WHO REPRESENTS THE SETTLEMENT CLASS?

To represent the Settlement Class, the Court has designated named Plaintiff John Paradis of this New Hampshire Action and the following persons from a related Massachusetts action: Clarence S. Armstrong, Ann Calitri, Herbert Jacobs, Paul Linholm, Robert Scheffler, Richard Siber, and the designated representative of the Dale Village Condominium Association and the 175 Derby Street Condominium Association as Class Representatives. These Plaintiffs have prosecuted this matter on behalf of the entire class since 1996. They have been deposed by defense counsel and have provided documents and other information in support of the class claims. The Settlement provides no special benefits to the Class Representatives, other than the payment of \$3,500 per individual class representative and \$5,000 per condominium association as compensation in recognition of their sacrifices of substantial time and effort on behalf of the Class.

The Court has designated certain attorneys ("Class Counsel") to represent the Settlement Class. Class Counsel for Plaintiffs and the Settlement Class are:

John C. Martland, Esq.
Gilman and Pastor, LLP
Stonehill Corporate Center
999 Broadway, Suite 500
Saugus, MA 01906
781-231-7850

Paul A. Maggiotto, Esq.
Law Offices of Paul A. Maggiotto
58 Pleasant Street
Concord, NH 03301
603-225-5152

23. WHAT ARE PLAINTIFFS' AND CLASS COUNSELS' REASONS FOR THE SETTLEMENT?

Plaintiffs through Class Counsel have thoroughly investigated the facts of the Litigation over the past five years. They have reviewed hundreds of thousands of pages of documents and taken depositions under oath. They have considered the expense and length of time necessary to prosecute this action through trial, the uncertainties associated with the outcome of this or any litigation, and the benefits provided to the Settlement Class by the proposed Settlement. Based upon these considerations, they have concluded that it is in the best interest of the plaintiffs and the Settlement Class to settle this Litigation on the terms outlined in this Notice, and as more fully set forth in the Settlement Agreement.

24. HOW WILL CLASS COUNSELS' FEES AND EXPENSES BE PAID?

Class Counsel will ask the Court for an award of Attorney Fees for all services rendered to the Class, including their costs and expenses. The amount requested by Class Counsel will not exceed \$875,000. BIRD has agreed to pay an award of fees and expenses in an amount not to exceed \$875,000. All payments to Class Counsel must be approved by the Court. Class Counsels' fees, costs and expenses will be paid by BIRD, in addition to, and will not come out of or affect the size of payments to Eligible Claimants.

The Settlement Agreement and Class Counsel's Application for an Award of Attorney Fees and Reimbursement of Expenses (when filed) may be examined by Settlement Class members at the office of the Clerk of the Court, 163 N. Main Street, Concord, NH 03301-2880.

25. WHEN, WHERE AND WHY IS A HEARING BEING HELD?

A Hearing will be held on January 31, 2001 at 9:00 a.m. before the Merrimack Superior Court, Concord, New Hampshire, for the purpose of determining whether the proposed Settlement is fair, reasonable and adequate. You do not have to attend the Hearing, and the Hearing may be continued by the Court to another date or time without further written notice to you.

26. HOW DO I ADVISE THE COURT THAT I APPROVE OR OPPOSE THE SETTLEMENT?

Any Settlement Class member who has not filed a Request for Exclusion from the Settlement Class (as described in Section 28, *below*) may file a written statement stating why the Settlement should or should not be finally approved. Any such statement must be filed with the Clerk of the Court no later than twenty (20) days before the Fairness Hearing and must state: (i) the basis for approving or opposing final approval of the Settlement, along with any supporting documentation; (ii) the name and address of the Settlement Class member; and (iii) the address of the Property currently or formerly owned that is subject to the Settlement.

The statement and documentation, together with copies of any other papers or briefs which such person files, must be served either in person or by first-class mail upon each of the Class Counsel identified in Section 22, *above*, and on BIRD's Counsel:

Debra M. Walsh, Esq.
Mark S. Granger, Esq.
Morrison, Mahoney & Miller, LLP
250 Summer Street
Boston, MA 02110-1181

Thomas Urmy, Esq.
Shapiro, Haber & Urmy, LLP
75 State Street
Boston, MA 02109

At the Hearing, any Settlement Class member who has not filed a Request for Exclusion from the Settlement Class (as described in Section 28, *below*) may appear in person or by an attorney to support or oppose the Settlement Agreement. However, any Settlement Class member wishing to appear at the Hearing to oppose the Settlement Agreement must, by January 10, 2001, file with the Clerk of the Court a notice of the person's intention to appear, together with the statement mentioned *above* and serve the same on attorneys for plaintiffs and defendants at the address set forth *above* and in Section 22.

27. IS THERE ANY WAY IN WHICH THE SETTLEMENT MAY NOT BECOME FINAL?

If the Stipulation of Settlement is not approved by the Court as being fair, reasonable and adequate, the Stipulation of Settlement will be void, and the parties will return to the same positions they occupied before they signed the Settlement Agreement. In addition, the Settlement may be rendered void if BIRD determines that too many potential claimants have opted out of the Settlement per Section 15 *above*.

28. HOW CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you wish, you may be excluded from the Settlement Class by filing a Request for Exclusion. To be valid, you must complete fully and in writing the Request for Exclusion form included with this Notice and must serve it on, Mark S. Granger, Esq. Morrison, Mahoney & Miller, LLP, 250 Summer St., Boston, MA 02110-1181, on or before January 22, 2001.

If you properly and timely request exclusion from the Settlement Class, you will not be eligible to make a Claim under the Settlement and will not be bound by any judgment or orders entered in the Litigation. You will be free to pursue whatever legal rights you may

have against BIRD at your own expense and your claim may be subject to BIRD's defenses, such as the statute of limitations.

If you do not properly and timely request exclusion from the Settlement Class, you will be bound by any judgment or orders entered in the Litigation.

29. WHAT DO I RELEASE IN THE SETTLEMENT?

If you remain a member of the Settlement Class and the Settlement becomes effective, you will release BIRD, its affiliated and related persons and entities, of rights and claims relating to Damage to Shingles manufactured or sold between July 1, 1985 through April 1, 1993, which are the subject of the Settlement Agreement and relief provided for therein. Claims for consequential damage (as defined in the Settlement Agreement), and damage of a type other than as described in the definition of "Damage" contained in Section 8 *above*, are NOT released, nor are claims against installers for improper installation of the Shingles released. The exact scope of the release is contained in the Settlement Agreement.

30. WHERE DO I GET ADDITIONAL INFORMATION?

Questions about the Settlement or this Notice should be addressed, in writing, to any of the Class Counsel identified in Section 22, *above*. PLEASE DO NOT CONTACT THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION.

For a more detailed statement of the matters involved in the Litigation, you should refer to the papers filed in the Litigation, including the Settlement Agreement itself, which may be inspected at the Office of the Clerk of the Court.

31. WHAT IF MY ADDRESS CHANGES OR IS INCORRECT?

If your address changes or is different than the address on the envelope enclosing this Notice, mail the change or correction to:

**BIRD Claims Office
Bird Incorporated
1077 Pleasant Street
Norwood, MA 02062**

32. WHAT IF I WANT TO REPAIR OR REPLACE MY ROOF PRIOR TO THE EFFECTIVE DATE?

BIRD may offer in writing to settle the claim of any Authorized Claimant who submits a Claim for Damaged Shingles prior to the Effective Date for the same compensation as is provided in the Stipulation of Compromise and Settlement. If any such offer is accepted by the Claimant, he or she must sign and deliver to BIRD a Release releasing BIRD. However, BIRD may not settle any such claim prior to the Effective Date unless it has first provided the Claimant with a copy of this long form Notice.

Any Authorized Claimant to whom BIRD makes an offer of settlement prior to the Effective Date shall have the option of withdrawing his or her claim and resubmitting it following the Effective Date, in which case it will be processed according to the terms of the Stipulation. However, no such claim may be resubmitted after the Claimant has signed a Release and received from BIRD the compensation for which he or she has agreed to settle the claim.

This notice is given pursuant to Rule 27-A of the Superior Court, and Order of the Superior Court for Merrimack County, New Hampshire dated September 29, 2000.

Request for Exclusion

IMPORTANT

THIS IS NOT A CLAIM FORM. This Request for Exclusion MUST be completed signed and returned to the address below ONLY if you want to be EXCLUDED (“Opt-out”) from the Class Settlement described in the enclosed Notice of Proposed Settlement of Class Action (the “Notice”).

READ THE NOTICE AND CLAIM FORM CAREFULLY BEFORE YOU COMPLETE THIS FORM TO DETERMINE WHETHER YOU HAVE SHINGLES THAT ARE THE SUBJECT OF THE PROPOSED SETTLEMENT.

All of the following questions must be answered. This Request for Exclusion must be signed by you, notarized, and postmarked on or before January 22, 2001 to be considered a valid Request for Exclusion. Return the original Form to:

Mark S. Granger, Esq.
Morrison, Mahoney & Miller, LLP
250 Summer Street
Boston, MA 02210

1. Name, Address and Telephone Number:

(First) (Middle Initial) (Last)

(Street Address)

(City) (State) (Zip Code)

(Daytime Phone) (Evening Phone)

2. Please provide the following information in the space provided below:

A. The Address of the Property which contains Bird Shingles (if different from above),

(Street Address)

(City) (State) (Zip Code)

B. The number of residential units or other structures containing Bird Shingles and,

(Number of units containing Bird Shingles)

**C. The approximate number of squares of Bird Shingles on the roof of each such property.
(One square is equal to to 100 square feet)**

(Approximate Number of Squares)

3. Describe why you believe that you have BIRD Shingles on your roof that are included in the Proposed Settlement:

4. Acknowledgement and Signatures:

I (We) have read the Notice of Proposed Settlement of Class Action in Paradis v. Bird Incorporated, Docket No. 00C-235, Superior Court, Merrimack County, New Hampshire and the accompanying Claim Forms. I (We) hereby certify that to the best of my (Our) knowledge and belief I (We) have had Bird Fiberglass Roofing Shingles and I (we) hereby elect to opt out of (be excluded from) the certified class of plaintiffs. I (We) choose not to receive money or other benefits from this case and understand that I (We) will not be bound by any judgment in it. The undersigned understand(s) that this Request for Exclusion must be postmarked on or before January 22, 2001 to be considered a valid Request for Exclusion.

Signature (Date)

Signature (Date)

Print name:

Notary Public, in the State/Commonwealth of _____

My commision expires _____

**CLAIM FORM INFORMATION FOR DAMAGED SHINGLES
BIRD INCORPORATED ("BIRD") FIBERGLASS SHINGLES**

G E N E R A L I N S T R U C T I O N S

Under the Class Action Settlement approved by the Court, Claimants must complete and file this Claim Form for Existing Damage (not yet repaired or replaced) or Unreimbursed Repair (if you have already repaired a portion of your roof) in order to be eligible for compensation. Please note that there are special time limitations for claiming compensation for Unreimbursed Repair. Claims seeking payment with respect to blown off Bird Shingles must be made within one year of the Effective Date of the Settlement. Claims seeking reimbursement for the cost of prior repairs or replacement of Cracked Bird shingles must be made within two years of the Effective Date of the Settlement. The Effective Date will not be determined until after the Court has finally approved the Settlement. The Effective Date could be as early as March 2, 2001.

Please type or print your responses in ink. All questions must be answered. Use "N/A" when the question does not apply. Additional information may be requested if this form is incomplete or otherwise insufficient to process your Claim.

All Claims filed with BIRD will be evaluated and determined on the basis of the information, enclosures and other documentation required by this form. Additionally, BIRD personnel may contact you to arrange for an on-site inspection of the structure and Shingles involved in the Claim.

You are eligible to file a Claim only if: (i) you are a current owner of a structure on which BIRD Shingles (the "Shingles") were installed; (ii) you are not otherwise excluded from the proposed Settlement Class; (iii) you have not requested exclusion from the Class; and (iv) you otherwise qualify to receive compensation, as more particularly described in the Notice of Settlement of Class Action (the "Notice"). Please refer to the Notice for further details.

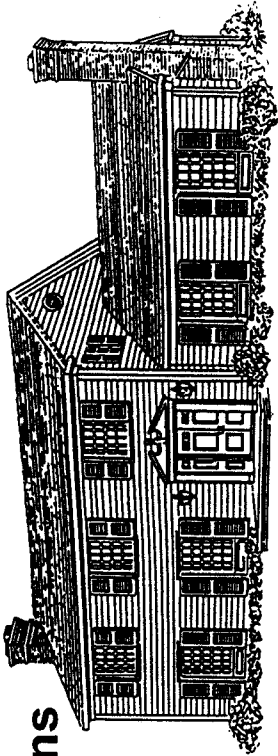
If you have BIRD Shingles, this Claim Form must be completed and filed with BIRD no later than the earlier of: a) the expiration of the warranty period applicable to the type of BIRD Shingle for which your Claim is made, or b) one year of the Effective Date of the Settlement if your claim is for blown off Bird Shingles, or c) two years of the Effective Date of Settlement if your claim is reimbursement for prior repair or replacement of cracked Bird Shingles. The date of filing will be the date of the postmark when mailed first class, registered or certified mail, postage prepaid and properly addressed to BIRD, or the date when this Claim Form is delivered to any commercial one-or two-day delivery service, properly addressed to BIRD.

If you have questions, you can call the BIRD Claims Office at 800-247-3047.

Mail the completed Claim Form, a sample of the Shingles, photographs, a signed original of the attached Release and Certification, and all required supporting documentation to:

**BIRD INCORPORATED
Warranty Claims Department
1077 Pleasant Street
Norwood, MA 02062**

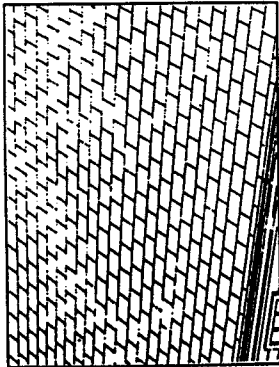
Illustrations



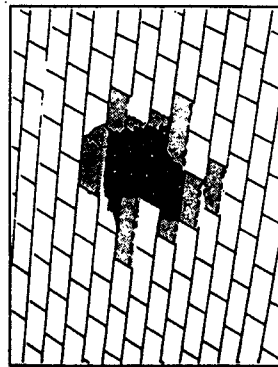
1 Full Structure

AFFECTED AREAS

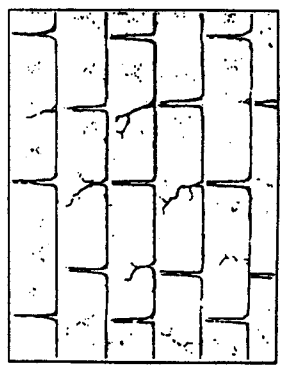
2 Part of Roof Plane



3 Blow-off

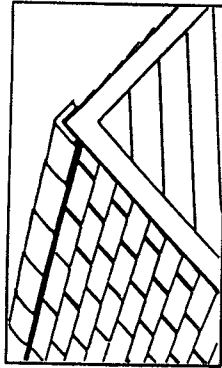


4 Cracking

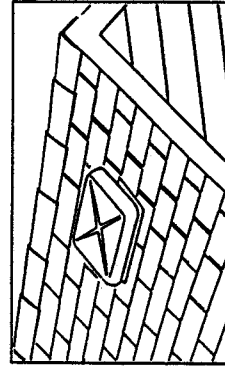


VENTILATION

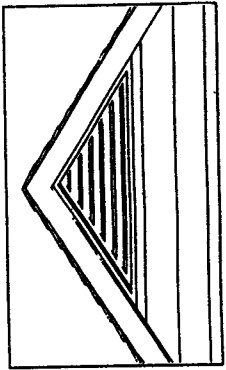
5 Ridge Vent



6 Roof Vent or Roof Louver

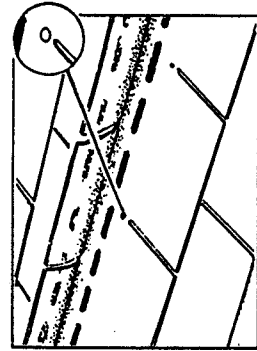


7 Gable Vent

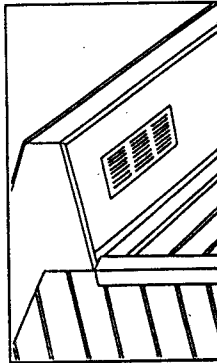


FASTENER PLACEMENT

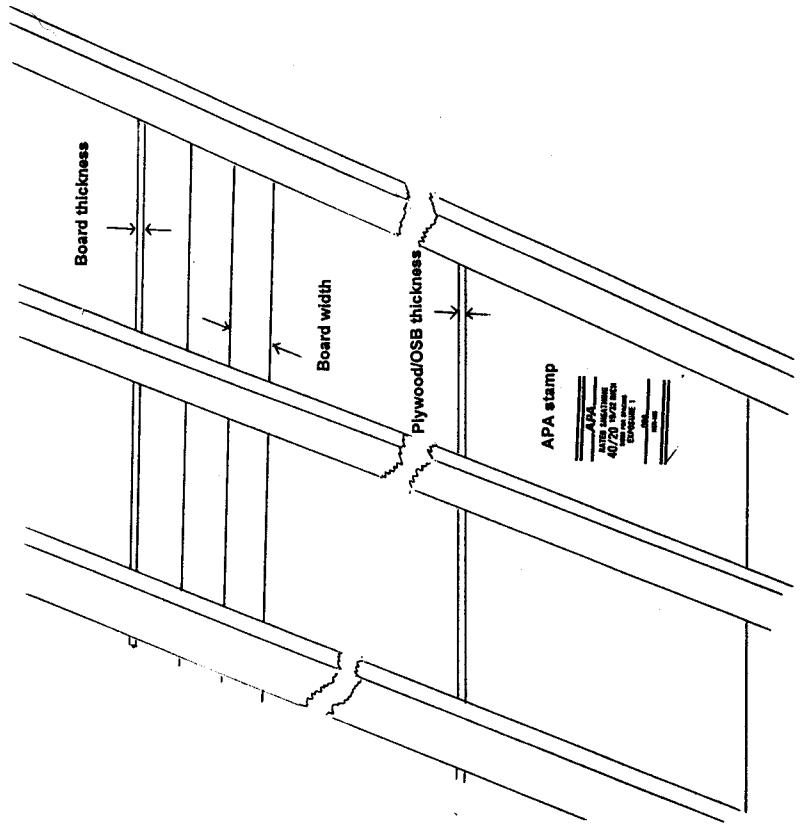
9 Nail Location



8 Soffit Vent



10. ATTIC VIEW



BIRD INCORPORATED CLAIM FORM FOR SHINGLE DAMAGE

Mail the complete Claim Form and all the required enclosures to:

**BIRD INCORPORATED
WARRANTY CLAIMS DEPARTMENT
1077 Pleasant St.
Norwood, MA 02062**

PERSONAL INFORMATION

NOTE: If the Property on which a claim is made is owned by more than one person or entity (i.e., jointly, tenants in common, tenants by the entirety), this Claim Form must be completed on behalf of, and signed by, all joint owners.

1. Claimant's Name(s):

a. _____ Social Security Number _____

b. _____ Social Security Number _____

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

2. Claimant's Mailing Address and Zip Code: _____

3. Claimant's Telephone Number and Area Code: _____ (_____) _____ - _____

DESCRIPTION OF PROPERTY

4. Property Address and Zip Code (if different from above): Do Not Use a Post Office Box.

5. Check the Box Below that Describes the Structure for your roof and attic:

- Single Family Residence
- Owner-Maintained Condominium or townhouse: No. of Bldgs: _____ Units Per Bldg: _____
- Association-maintained Condominium or Townhouse: No. of Bldgs: _____ Units Per Bldg: _____
- Apartment Complex: No. of Bldgs: _____ Units per Bldg: _____
- Mobile Home
- Commercial Bldg (describe): _____
- Other (describe): _____

6. Is your Property currently listed "for Sale"? Yes No

7. Is your Property currently experiencing significant water intrusion due to roof leaks? Yes No

8. If your Property Has More than 50 Squares (i.e. More than 5,000 Sq Ft) of BIRD Shingles, check all the following that describe the existing Ventilation of your roof and attic. For identification of some types of ventilation components, see Illustrations #5, #6, #7, and #8. (If your property has 50 squares (5,000 sq.ft.) or less, skip this question and go on to Question #9.)

- Ridge Vents Eave Vents Gable Vents Soffit Vents Roof Vents
- Turbines Power Vents Other:

9. Check the Box below that describes the type of roof decking (i.e. the type of roof material over which the shingles are applied). Also indicate the width of any roof boards (in inches) and the thickness of the roof deck material (i.e.: 3/4", 3/8", 7/16", 1/2", 5/8", etc.) You should be able to see the roof decking from within your attic. See Illustration #10 for reference.

<i>Material</i>	<i>Width</i>	<i>Thickness</i>	
<input type="checkbox"/> Plywood/OSB	_____	_____	
<input type="checkbox"/> Wood Boards	_____	_____	
<input type="checkbox"/> Insulation Board	_____	_____	
<input type="checkbox"/> Other	_____	_____	Describe: _____

10. Check the Box Below that describes the Application of the Bird Shingles:
 Applied directly to roof deck Applied Over Other Shingles Other: _____

11. Check the Box Below that Describes the Roof Design and Height:
 Gable Hip Mansard Cape Gambrel Other: _____ No. of Stories: _____
(describe)

12. Does your roof incorporate a "cathedral ceiling"? Yes No

IDENTIFICATION AND INSTALLATION OF BIRD SHINGLES

13. Date of Installation: Month _____ Year _____ Don't know

14. Circle the Product Name, if known, of Your BIRD Shingles:
Architect 80 Architect 90 Architect Limited Edition Fireline Jet 80
Mark 80 Seal King PRC Seal King Wind Seal 80 Woodscape Woodline

NATURE OF COMPLAINT AND EXTENT OF EXISTING DAMAGE

15. What is (was) the Problem With Your Shingles? Cracking Blow off Other (describe) _____
 Please describe: (If you need additional space you may attach a separate sheet of paper).

16. Number of Squares on Structure _____ Number of Shingles Involved in This Claim _____

17. Have You Repaired or Replaced the Damaged Shingles? Yes No

18. Is your claim for blow off of Bird shingles? Yes No
 If "Yes", please provide date(s) of the blowoff(s) of Bird Shingles: _____

PRIOR CLAIMS TO BIRD FOR DAMAGE TO SHINGLES

If you have submitted a previous claim to Bird for Shingle Damage, even if it was denied and you received no payment, please answer the following questions:

19. Have you previously made a claim to Bird for Damage to Bird Shingles? Yes No
 A. If Yes, does this Claim involve the same structure as your previous claim? Yes No
 B. If Yes, respond to the following: Approximate date of previous claim: _____ Previous claim # _____
 C. Was the claim paid by Bird? Yes No
 If yes, specify the amount paid or squares provided: \$ _____ and/or _____ Squares of (product): _____
 D. Did you sign a Release? Yes No
 E. Did you cash a Settlement Check? Yes No

- F. Is this Claim for the same "Damage" as your previous claim: Yes No
If "No", describe how it is different:
-
-

G. If available, please provide a copy of all documents received from Bird related to your prior claim.

IMPORTANT ENCLOSURES REQUIRED. To properly process your claim, and to avoid delay in the processing of your claim, please include the following:

ENCLOSURES FOR EXISTING DAMAGE or UNREIMBURSED REPAIR:

- A. **Proof of Current Ownership of the Property** is *required*. It may be most convenient for you to provide a copy of a current tax bill or mortgage statement. This proof may also consist of property tax bills, tax reports, title insurance, closing statements or other documents showing your ownership of the structure. If the structure is a mobile unit (home, trailer, etc.) you *must* enclose a copy of the vehicle registration or bill of sale. Note: This proof *must* name the same owners listed above. (If you are filing for Unreimbursed Repair, you must also provide similar documentation that confirms that you owned the property at the time the Bird Shingles were repaired or replaced.)
- B. **Proof of Installation.** Submit proof that Bird Shingles are or were installed on the structure by providing three full applied shingle samples from the roof measuring approximately 12" by 36"; and a document that establishes the date (if available) that the Bird Shingles were installed. *Examples: Receipts, invoices or canceled checks for the purchase and installation of the shingles, or for new construction, a copy of the Certificate of Occupancy.* If the shingles were installed at different times, documentation showing the date for each installation must be submitted. In the absence of reasonable documentation, Bird will determine the approximate date the shingles were manufactured after visual examination of the shingle samples. If you have installed new shingles over the Damaged Bird Shingles, you should remove three of the old Bird Shingles. *(To mail shingle samples, you may wish to fold a large piece of corrugated cardboard in half, insert the samples and then secure the edges with a strong packaging tape.)* For "Unreimbursed Repair" Claims, if Shingle samples are not available, follow instructions in Paragraph E, Section 2 (below).
- C. **Photographs:** A minimum of seven (7) fully developed color photographic prints *must* be submitted to evaluate your claim {ten (10) if your roof has more than fifty (50) squares of shingles and your claim is for cracking of shingles.} You may submit additional photographs if you desire. Prints should be at least 3" x 5" and each should have the Property address and the view depicted in the photograph (e.g. "front") written on the reverse side. If possible, use a 35 mm camera (a disposable-type camera may be used).
1. **Two** of the photographs should be taken from a long distance showing as much of the structure as possible (Illustration #1).
 2. **Four** of the photographs should be taken from close range, clearly showing the problem. (For instance, if your claim relates to blown off Bird shingles, these photographs should show the fastener/nail placement on the shingles on the roof.) **One** of these photographs should depict the area from which the Shingle samples were taken. If the roof has been replaced, see Paragraph "E" below.
 3. **One** of the photographs should be taken from attic space depicting the underside of the roof deck. If the roof is constructed of a plywood or OSB panel, the photograph should clearly show the "APA" grade stamp on the roof sheathing.
 4. If your roof has more than fifty (50) squares of Bird Shingles and your claim is for cracking, you must also provide at least **three** photographs of the components of your ventilation system. For some examples, please refer to Illustrations #5, #6, #7 and #8 on the Illustration page.
- When taking close range photographs, stand close enough to the structure to "fill up" the viewfinder. Using a soft-tip pen, indicate areas of concern on the photographs with a small arrow (->) or an asterisk (*). You may send a short video of the structure in addition to the photographs if you think it would be useful in evaluating your Claim. Please note that instant-developing cameras might not provide sufficient detail for evaluating your claim..
- D. **Number of Squares on Structure.** If available, submit a document that states the number of squares on the structure. Example: roofing estimate, shingle invoice, roofing contract. (One square equals 100 sq. ft. of installed shingles - - 10 feet x 10 feet). You may also submit a dimensioned sketch of your roof.

FOR UNREIMBURSED REPAIR CLAIMS, YOU MUST ALSO SUBMIT THE FOLLOWING:

- E. **Nature and Extent of Damage:** To establish the nature and extent of the shingles, you must submit one of the following:
1. Inspection report, work order, contract and/or other documentation that establishes the nature of the damage to the Bird shingles that were repaired or replaced and, the extent and location of the damage to the Bird Shingles that were replaced or repaired; or
 2. If the above information is not available, submit a sworn and signed affidavit by a person having PERSONAL knowledge of the fact and nature of the damage. The affidavit may be provided by the Claimant, a builder, developer or installer and it

must state the name, address and telephone number of the person giving the affidavit. The affidavit must include the address of the structure, the type of Bird shingles that were repaired or replaced, the nature of the damage to the Bird shingles that were repaired or replaced, and the total number of shingles that were repaired or replaced.

- F. **Date of Repair or Replacement:** To establish the date that the shingles were repaired or replaced, you must submit one of the following:
1. Work order, contract, building permit and/or other documentation that establishes the date that the Bird shingles were repaired or replaced; or
 2. A signed and sworn affidavit from a Claimant, builder, contractor, developer or installer that states the name, address and telephone number of the person giving the affidavit. The affidavit must include the address of the structure, the type of Bird shingles that were repaired or replaced, and the month and year of the repair or replacement.
- G. **Proof of Ownership at time of Repair/Replacement:** To establish that you owned the property at the time that the shingles were repaired or replaced, you must submit evidence, such as a tax bill, mortgage statement or other document.
- H. **State the Total Repair or Replacement Cost: \$ _____.**
You must include copies of invoices, work orders, canceled checks or other documents that show that repairs were made and the actual cost of those repairs. The total of the expenditures shown in the documents must match the amount stated above.

OATH, CERTIFICATION, INDEMNIFICATION AND SIGNATURES

The undersigned hereby swear(s) under penalty of perjury that all of the information attached hereto and provided herein is true and accurate. The undersigned further acknowledge(s) and agree(s) that any compensation will be applied to the repair and replacement of the Bird Shingles described herein, and if such compensation is not so applied, the Undersigned agree(s) to notify any subsequent purchaser of the structure or property described herein that this Claims has been made.

The undersigned also agrees that if the foregoing disclosures are not made in the manner required above, the Undersigned will indemnify Bird for the amount of any compensation made to a subsequent purchaser of the structure for the same damage or repair expenses claimed herein.

The undersigned also agree(s) to cooperate with Bird in the investigation of this claim, including, if requested, by allowing Bird and/or the Independent Inspector to remove (and then to replace) such shingles or other materials as are necessary to establish the cause of the damage, or by providing a Shingle sample to Bird during any inspection of the structure conducted by Bird or the Independent Inspector pursuant to this Claim. If this claim is submitted on behalf of a townhouse or condominium association, the undersigned represents and warrants that he/she is authorized to resolve this claim on the association's behalf.

Your Signature(s):

a. _____ Date: _____

b. _____ Date: _____

CAUTION: Bird does not assume responsibility for damages or injury to persons or property in connection with the removal of any Shingle sample called for herein; the removal of Shingles shall be undertaken at the sole risk of the Claimant or the Claimant's representative. Accessing a roof to remove shingles and/or take pictures can be dangerous. If you cannot safely remove a Shingle sample, you should hire a builder or professional roofer to perform this task at your own expense. You can usually locate such professionals in the Yellow Pages listed under "Building Contractors" or "Roofing Contractors".

