

**ONTARIO SUPERIOR COURT OF JUSTICE**

Marvin Sherebrin et al. v.  
Building Products of Canada Corp.

Court File No. 4367/11CP

**SUPERIOR COURT OF QUÉBEC**

Diane Fitzsimmons v. La Cie Materiaux  
de Construction BP Canada

Court File No. 500-06-00580-114

**VERMONT SUPERIOR COURT**

Robert S. Melillo et al. v. Building  
Products of Canada Corp.

Court File No. s618-11 cnc

**NOTICE OF BP ORGANIC SHINGLES SETTLEMENT**

**Canadian National Class Hearing Date & Time: October 12, 2012, at 10:00 a.m.**

**Québec Class Hearing Date & Time: September 21, 2012, at 9:30 a.m.**

**U.S. Class Hearing Date & Time: December 12, 2012, at 10:00 a.m.**

**BE SURE TO CHECK THE SETTLEMENT WEBSITE [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com) FOR  
REGULAR UPDATES. YOU HAVE A DUTY TO KEEP YOURSELF INFORMED.**

This Notice was authorized by the Courts. It is not from a lawyer. You are not being sued.

**TO: ALL PERSONS THAT OWN OR OWNED HOMES, RESIDENCES, BUILDINGS OR OTHER STRUCTURES LOCATED IN CANADA OR THE UNITED STATES WHOSE ROOFS CONTAIN OR CONTAINED BP ORGANIC SHINGLES (“CLASS MEMBERS”). YOUR LEGAL RIGHTS ARE AFFECTED BY A CLASS ACTION SETTLEMENT. PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

The purpose of this Notice is to advise Class Members of the proposed settlement of the above-noted class action lawsuits and Class Members’ rights and options with respect to the proposed settlement. A copy of the proposed settlement is available online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com). This Notice is not an opinion of the Courts about the merits of the claims or defences of the parties in the lawsuits. Building Products of Canada Corp./La Cie Materiaux de Construction BP Canada (the “Defendant”) denies the allegations asserted in the lawsuits, but has agreed to enter into the proposed settlement in order to achieve certainty in terms of its ongoing obligations. The settlement represents a voluntary resolution of claims. The Defendant does not admit any wrongdoing or liability. The Defendant asserts that the BP Organic Shingles are free of any defect and, if properly installed, will last throughout the entire warranty period.

The Courts have issued orders approving this Notice and certifying the Classes for settlement purposes, and the Vermont Court has granted preliminary approval of the settlement. Hearings will be held before the Courts to consider the fairness, adequacy, and reasonableness of the settlement.

<b>YOUR LEGAL RIGHTS AND CHOICES</b>		<b>POST MARK ON OR BEFORE</b>
<b>Exclude yourself</b>	If you exclude yourself or “opt out,” you will not be eligible for compensation under the settlement and will not be able to make submissions on the settlement. You will not be bound by the settlement or any related court orders, but you will be free to sue the Defendant on your own about the claims discussed in this Notice. If you do not opt out, you will be bound by the settlement and will be able to claim for benefits under the settlement, but you will not be able to sue the Defendant on your own in respect of the claims discussed in this Notice. For Quebec Class Members with actions currently pending, you will be deemed to have opted out unless you discontinue your currently pending action before September 19, 2012. (see No. 19 below)	Persons in Canada: September 19, 2012 Persons in the United States: October 19, 2012
<b>Make written submissions</b>	You can submit written submissions to the appropriate Court, raising any comments or concerns you might have about the proposed settlement. (see No. 20 below)	Persons in Canada: September 19, 2012 Persons in the United States: October 19, 2012
<b>Make oral submissions</b>	You can ask to speak to the appropriate Court, raising any comments or concerns you might have about the proposed settlement. (see No. 20 below)	Persons in Canada: September 19, 2012 Persons in the United States: October 19, 2012
<b>Submit a Claim Form</b>	To be eligible for compensation under the settlement, you must submit a timely and complete Claim Form. (see No. 14 below)	See No. 15

### **BASIC INFORMATION**

#### **1. Why was this Notice sent to me?**

This Notice is published pursuant to Orders by the Courts. You received this Notice either because the Defendant’s records indicate that you might be a Class Member or you requested that a copy of this Notice be sent to you. If you are a tenant or occupant of a building at the address where this Notice was sent, please ensure that a copy of the Notice is provided to the landlord or owner of the building. You have legal rights and choices to make before the Courts decide whether to finally approve the settlement. This Notice summarizes:

- What the lawsuits are about.
- Who is affected by the settlement.
- The basic terms of the settlement.
- Your legal rights with respect to the settlement.

You are encouraged to review the complete settlement, a copy of which is available online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com). This notice does not alter the settlement.

## **2. What is a class action?**

In a class action lawsuit, one or more people called “representative plaintiffs” sue on behalf of other people who are similarly situated. This group of people together is referred to as the “class” or “class members.” One court decides all the issues in the lawsuit for all class members, except for those who exclude themselves from the class.

In this case, the Ontario Court will determine the issues for all class members in Canada (excluding Quebec); the Quebec Court will determine the issues for all class members in Quebec; and the Vermont Court will determine the issues for all class members in the United States.

## **3. What is this class action lawsuit about?**

In this class action lawsuit, it is alleged that BP Organic Shingles are defective and might fail prematurely, resulting in possible damage to the home, residence, building or other structure. BP Organic Shingles were manufactured and distributed by or on behalf of the Defendant, and installed on homes, residences, buildings and other structures in Canada and the United States. The lawsuits do not relate to damages for personal injury or consequential damages to the interior of the building, and the settlement does not affect claims for such damages. The Defendant denies the allegations asserted in the lawsuits and asserts that the BP Organic Shingles are free of any defect and, if properly installed, will last throughout the entire warranty period. However, in order to achieve certainty in terms of its ongoing obligations, the Defendant agreed to a settlement that will resolve the claims at issue in the class action lawsuit. The settlement represents a voluntary resolution of claims.

The class action lawsuit involves three separate proceedings in Ontario, Quebec and the United States. The Ontario action is being heard by Justice Leitch of the Ontario Superior Court of Justice and is entitled *Marvin Sherebrin et al. v. Building Products of Canada Corp.*, Court File No. 4367/11CP.

The Quebec action is being heard by Justice Turcotte of the Quebec Superior Court and is entitled *Diane Fitzsimmons v. La Cie Matériaux de Construction BP Canada*, Court File No. 500-06-00580-114.

The U.S. action is being heard by Judge Murtha of the Vermont Superior Court, Chittenden Unit and is entitled *Robert S. Melillo et al. v. Building Products of Canada Corp.*, Court File No. s618-11 cnc.

## **4. What are the shingles that are the subject of this class action lawsuit?**

The shingles that are the subject of this class action lawsuit (referred to in this Notice as “BP Organic Shingles”) are shingles made with a felt reinforcement base material that is saturated with asphalt, also known as “organic” roofing shingles, manufactured during the period from 1985 to 2010 under the brand names: Eclipse, Eclipse H/R, Eclipse LS, Super Eclipse, Weather-Tite, Mirage, Rampart, Tradition, Tite-Lok, Esgard Pro-Standard, Pro-Standard, Esgard 20, Esgard 25, Citadel, Tite-On, Roofmaster, Roofmaster Classic, Roofmaster Plus, Elegance, Elegance II, Europa, and Super Lok.

## **5. Why is the class action lawsuit being settled?**

The Courts have not decided in favour of the Class or the Defendant. The Defendant denies any fault, wrongdoing, illegal conduct, or liability whatsoever on its part, and asserts that the BP Organic Shingles are free of any defect and, if properly installed, will last the entire warranty period. However, in order to achieve certainty in terms of its ongoing obligations, the Defendant agreed to a settlement that will resolve the claims at issue in the class action lawsuit. The settlement represents a voluntary resolution of claims. The Defendant does not admit any wrongdoing or liability.

Both sides have agreed to a settlement in order to avoid the risks and costs associated with trial. It could take several years before a trial is heard and decided, and any subsequent appeals resolved.

## **WHO IS AFFECTED BY THE SETTLEMENT?**

### **6. Who is affected by the settlement?**

The Courts have certified the class actions for settlement purposes. You are affected by the settlement if you fall within the scope of the certified classes.

*In Canada (other than Quebec):*

The Ontario Superior Court of Justice certified a Canadian National Class for settlement purposes only as follows:

All individuals and entities, that own or owned, homes, residences, buildings, or other structures located in Canada whose roofs contain or contained BP Organic Shingles, excluding members of the Quebec Class.

*For persons in the Province of Québec:*

The Superior Court of Québec authorized a Québec Class for settlement purposes only as follows:

All natural persons, as well as all legal persons established for a private interest, partnerships and associations having no more than 50 persons bound to it by contract of employment under its direction or control during the 12-month period preceding September 28, 2011, that own or owned, homes, residences, buildings, or other structures located in the Province of Quebec whose roofs contain or contained BP Organic Shingles.

Note: If you own or owned homes, residences, buildings, or other structures located in the Province of Quebec and you have more than 50 employees or are a government entity or legal person established in the public interest, you cannot be part of the Québec Class, but you are part of the Canadian National Class.

*In the United States:*

The Vermont Superior Court, Chittenden Unit, certified a U.S. Class for settlement purposes only as follows:

All individuals and entities, that own or owned, homes, residences, buildings, or other structures located in the United States whose roofs contain or contained BP Organic Shingles.

For purposes of this Notice, the Canadian National Class, the Québec Class and the U.S. Class are collectively referred to as the “Class”.

### **7. Are there any exclusions from the Class?**

You are not a class member even if you have or had BP Organic Shingles installed on your home, residence, building or other structure if:

- You excluded yourself from the settlement (see No. 19 below).
- You previously filed a claim concerning your BP Organic Shingles in any court of law and your claim was resolved by a final judgment or settlement, whether or not that judgment was favourable to you.
- You are an entity related to the Defendant.

If you have previously filed a warranty claim with the Defendant, please see No. 17 for more information regarding your rights under the settlement.

#### **8. How do I know if I have BP Organic Shingles?**

There are several ways to determine if you have BP Organic Shingles:

- Check your receipts, invoices, brochures, etc. from when you purchased your shingles.
- Contact the contractor or company that installed your shingles.
- Ask an experienced roofer.
- Go to the website [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com) for further information and photographs.

#### **9. Who is eligible for compensation under the settlement?**

Generally speaking, you will be eligible for compensation under the settlement if you meet the following criteria:

- You are a class member.
- You submit a timely and complete Claim Form, along with any other required information.
- You have not already removed the BP Organic Shingles.
- You have experienced damage to your BP Organic Shingles. Such damage includes blistering, clawing, cracking, curling, cold weather curling, fishmouthing, and delamination. See section 4.5 of the settlement for complete information about the type of damage covered by the settlement.
- The damage to the BP Organic Shingles was not caused by improper installation, improper maintenance, weather-related events, or some other factor unrelated to the manufacturing process. See section 4.6 of the settlement for complete information.

### **BASIC TERMS OF THE SETTLEMENT**

#### **10. What disputes does the settlement resolve?**

The proposed settlement seeks to resolve all past, present and future, known and unknown, direct or contingent claims of Class Members against the Defendant and its related entities, including Emco Corporation and BPCO Corp., in relation to damage to BP Organic Shingles. The settlement does not affect Class Member claims for personal injury or consequential damage to the interior of the building.

#### **11. How does the settlement work?**

The settlement codifies the BP Organic Shingles warranty and provides for some additional enhancements to the BP Organic Shingles warranty. You will only be eligible for compensation if you meet the criteria set out in No. 9 above. Assuming you are eligible for compensation, the amount of the compensation payable to you will depend on the following factors:

- The terms of the applicable warranty.
- The number of damaged BP Organic Shingles on the relevant roof slope.
- The length of time the BP Organic Shingles have been installed on your roof.
- Whether the claimant selects the cash settlement option or the repair settlement option.

#### **12. What compensation is payable under the settlement?**

Class Members can select between the cash settlement option and the repair settlement option.

In reviewing the settlement options, it is useful to keep the following in mind:

- A “square” means 100 square feet of roofing shingles. A “square” is typically composed of three bundles/packages of shingles.
- The non-proration period is the period during which the Defendant is obligated to pay the full settlement benefits without any “proration” or discount to account for the years of use you have already received from your shingles. The non-proration period is the later of five years from the

date of installation and the non-proration period as per the applicable BP warranty. The applicable non-proration periods are listed online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com).

- After the non-proration period, settlement benefits will be prorated or discounted to account for the years of use you have already received from your shingles. For example, if you file a claim for BP Organic Shingles that have a warranty period of 30 years (360 months) exactly 12 years after they were installed, you would have used the shingles for 144 months and 216 months would remain on the warranty. Your settlement benefits would be calculated by multiplying the compensation amount by 216/360 (the proportion of the warranty that remains).

The number of squares on which settlement benefits will be calculated will depend on the size of the roof slope and the extent of damaged BP Organic Shingles on the roof slope. If the damaged BP Organic Shingles make up less than 5% of the roof slope, settlement benefits will be calculated based on the number of damaged BP Organic Shingles. If the damaged BP Organic Shingles make up more than 5% of the roof slope, settlement benefits will be calculated based on the number of squares on the entire roof slope.

Under the cash settlement option, during the non-proration period, eligible Class Members in Canada will receive Cdn \$75/square and eligible Class Members in the United States will receive US \$75/square. After the non-proration period, the Cdn \$75/square (or US \$75/square, as appropriate) will be prorated or discounted to account for the use the eligible Class Members have already received from their BP Organic Shingles.

Under the repair settlement option, eligible Class Members will be compensated for the costs of repairing and replacing the damaged BP Organic Shingles, in accordance with the terms of the applicable warranty. During the non-proration period, the Defendant will reimburse the eligible Class Member for the full costs of repairs or replacement in accordance with the terms of the applicable warranty. After the non-proration period, the Defendant will reimburse the eligible Class Member for the costs of repairs or replacement in accordance with the terms of the applicable warranty on a prorated basis, to account for the use the eligible Class Members have already received from their BP Organic Shingles. In completing the repairs or replacement, eligible Class Members can select the roofer of their choice, but must use shingles manufactured by the Defendant. Copies of the applicable warranties are available online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com).

### **13. What happens if the settlement is not approved by the Courts?**

If the settlement is not approved by the Courts at the Final Approval Hearings, the settlement will terminate and all Class Members and Parties will be restored to the position they were in before the settlement was signed.

## **YOUR RIGHTS – SUBMITTING A CLAIM**

### **14. How do I claim for settlement benefits?**

In order to claim for settlement benefits, you must submit a completed Claim Form, together with any required information. You must also respond to reasonable requests from the Defendant for more information, including sample shingles.

Claim Forms can be obtained online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com) or by calling toll-free 1-800-515-3626.

### **15. What is the claims deadline?**

Claim Forms must be submitted no later than 150 days after the later of the Effective Date of the settlement (which will be posted online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com) once known) and the Claimant's

discovery of the need for repairs or replacement and, in any event, no later than the expiry of the applicable warranty period and prior to the removal of the BP Organic Shingles from the home, residence, building or other structure upon which they were installed.

The following chart sets out the applicable warranty periods (the warranty periods for BP Organic Shingles sold prior to the dates specified below have already expired):

<b>Shingle Name</b>	<b>Warranty Period</b>
Citadel	Sold 1994-2008: 20 years
Eclipse	Sold 1995-2001: 30 years Sold 2002-2003: original purchaser of shingles: lifetime; subsequent property owner: 30 years Sold 2004-2010: original purchaser of shingles: lifetime; subsequent property owner: 35 years
Eclipse HR	Sold 1994-2000: 30 years
Eclipse LS	Sold 2004-2006: 35 years
Elegance	Sold 1991-1993: 30 years Sold 1994-1997: 35 years
Elegance II	Sold 1996-1997: 30 years
Esgard 20	Sold 1992-1994: 20 years
Esgard 25	Sold 1987-1994: 25 years
Esgard Pro-Standard	Sold 1995-2000: 25 years
Europa	Sold 2001-2006: 25 years
Mirage	Sold 1998-2007: 25 years
Pro-Standard	Sold 1995-2005: 25 years
Rampart	Sold 1992-1993: 20 years Sold 1994-2010: 25 years
Roofmaster	Sold 1992-1993: 20 years Sold 1994-2008: 25 years
Roofmaster Classic	Sold 1996-2004: 25 years
Roofmaster Plus	Sold 1991-1993: 25 years Sold 1994-1996: 30 years
Super Eclipse	Sold 1995-1997: 35 years
Super Lok	Sold 1991-1993: 25 years Sold 1994-1998: 30 years
Tite Lok	Sold 1992-1993: 20 years Sold 1994-2007: 25 years
Tite On	Sold 1994-2004: 20 years
Tradition	Sold 1991-1993: 25 years Sold 1994-2009: 30 years
Weather-Tite	Sold 2004-2007: 25 years

**16. What happens if I bought the building with BP Organic Shingles already installed?**

Provided you can meet the other eligibility requirements and have not assigned the right to file a claim to the previous owner, you can file a claim.

**17. What happens if I have previously filed a warranty claim with the Defendant?**

If you previously filed a warranty claim in relation to your damaged BP Organic Shingles and your warranty claim was accepted, you cannot claim under the settlement with respect to the same damaged BP Organic Shingles, but you can claim under the settlement with respect to other damaged BP Organic Shingles.

If you previously filed a warranty claim in relation to your damaged BP Organic Shingles and your warranty claim was rejected after June 9, 2009, you can resubmit a claim under the settlement. If your warranty claim was rejected before June 9, 2009, you cannot claim under the settlement with respect to the same BP Organic Shingles unless the condition of the shingles has worsened such that the condition now qualifies as damage to BP Organic Shingles as per the terms of the settlement (see No. 9 above). You can however claim with respect to BP Organic Shingles that were not the subject of the previously-filed warranty claim.

**18. What happens if I file a claim under the settlement and I believe that my claim was improperly denied?**

If you believe that your claim under the settlement was improperly denied, you can appeal to an independent third-party. Instructions for appealing will be included in the claims decision.

**YOUR RIGHTS – EXCLUDING YOURSELF**

**19. How do I exclude myself or opt out of the settlement?**

You can exclude yourself or opt out of the settlement. If you exclude yourself, you will not be eligible for compensation under the settlement and cannot make submissions to the Courts regarding the settlement. You will not be bound by the settlement or any Court orders issued in the class action lawsuits. By excluding yourself, you keep any right to file or proceed with any claim you might have against the Defendant regarding damage to BP Organic Shingles. If you do not opt out, you will be bound by the settlement and will be able to claim for benefits under the settlement, but you will not be able to sue the Defendant on your own in respect of the claims discussed in this Notice. For Quebec Class Members with actions currently pending, you will be deemed to have opted out unless you discontinue your currently pending action before September 19, 2012.

You do not need to exclude yourself in order to bring a claim you might have against the Defendant in respect of personal injury or consequential damages to the interior of the building.

If you are a member of the Canadian National Class or the U.S. Class and you have commenced individual litigation against the Defendant in relation to your BP Organic Shingles, your individual litigation will be dismissed unless you opt out. If you are a member of the Quebec Class and you have commenced individual litigation against the Defendant in relation to your BP Organic Shingles, your individual litigation will be dismissed if you file a claim under the settlement.

To exclude yourself, you must complete and send an Opt-Out Form via first class mail to the following addresses. For persons in Canada, the Opt-Out Form must be postmarked no later than September 19, 2012. For persons in the United States, the Opt-Out Form must be postmarked no later than October 19, 2012. A copy of the Opt-Out Form is available online at [www.bpshinglesettlement.com](http://www.bpshinglesettlement.com).

Class Members with claims related to property(ies) in Canada (outside of the Province of Québec and those with buildings in the Province of Québec who employ more than 50 employees or were established in the public interest) should mail Opt-Out Forms to:

Jonathan Foreman  
Harrison Pensa LLP  
450 Talbot Street  
P.O. Box 3237  
London, ON N6A 4K3

For Class Members with claims related to property(ies) in the Province of Québec (except those who employ more than 50 people or were established in the public interest) should mail Opt-Out Forms to:

Éric Lafrenière  
Lauzon Bélanger Lespérance Inc.  
286 Saint-Paul West, Suite 100  
Montréal, QC H2Y 2A3

**AND** Superior Court of Québec  
Court File No. 500-06-00580-114.  
rue Notre-Dame Est  
Montréal (Québec) H2Y 1B6

Class Members with claims related to property(ies) in the United States should mail Opt-Out Forms to:

Charles J. LaDuca, Esq.  
Cuneo, Gilbert & Laduca, LLP  
507 C Street NE  
Washington, DC 20002

**AND** U.S. District Court  
Court File No. s618-11 cnc.  
P.O. Box 998  
Brattleboro, VT 05302-0998

### **YOUR RIGHTS – MAKING SUBMISSIONS**

#### **20. How do I make submission to the Courts regarding the Settlement?**

If you are a member of the Class and you have comments or concerns regarding the settlement, you can make written or oral submissions to the appropriate Court. You can hire a lawyer at your own expense to act on your behalf in making submissions to the appropriate Court. To make submissions, you or your lawyer must submit an objection letter stating your comments or concerns regarding the settlement. Members with claims relating to buildings located in Canada may only make submissions before the applicable Canadian Court and appear at the appropriate Canadian Final Approval Hearing. Members with claims relating to buildings located in the United States may only make submissions before the Vermont Court and appear at the U.S. Final Approval Hearing. The Courts are entitled and empowered to approve the settlement in spite of any submissions.

The objection letter must include the following information:

- The name and title of the lawsuit:
  - Members of the Canadian National Class (outside of the Province of Québec and those with buildings in the Province of Québec who employ more than 50 employees or were established in the public interest) should mention: *Marvin Sherebrin et al. v. Building Products of Canada Corp.*, Court File No. 4367/11CP.
  - Members of the Class in the Province of Québec (except those who employ more than 50 people or were established in the public interest) should mention: *Diane Fitzsimmons v. La Cie Matériaux de Construction BP Canada*, Court File No. 500-06-00580-114.
  - Members of the U.S. Class should mention: *Robert S. Melillo et al. v. Building Products of Canada Corp.*, Court File No. s618-11 cnc.
- Your current address and telephone number.
- The address of the property(ies) that contains BP Organic Shingles.
- The number of units of residential property or other structures at each address containing BP Organic Shingles.
- The nature of your comments or concerns regarding the settlement.
- State whether you or your lawyer will appear at the appropriate Final Approval Hearing to speak on your comments or concerns.
- Provide copies of any documents that you or your lawyer wish to present at the appropriate Final Approval Hearing.
- Include your signature (even if you are represented by a lawyer), and the signature of your lawyer if you have retained one.

Your objection letter must be mailed to the following addresses. For persons in Canada, the objection letter must be postmarked no later than September 19, 2012. For persons in the United States, the objection letter must be postmarked no later than October 19, 2012.

Class Members with claims related to property(ies) in Canada (outside of the Province of Québec and those with buildings in the Province of Québec who employ more than 50 employees or were established in the public interest) should mail the objection letter to:

Jonathan Foreman  
Harrison Pensa LLP  
450 Talbot Street  
P.O. Box 3237  
London, ON N6A 4K3

For Class Members with claims related to property(ies) in the Province of Québec (except those who employ more than 50 people or were established in the public interest) should mail the objection letter to:

Éric Lafrenière  
Lauzon Bélanger Lespérance Inc.  
286 Saint-Paul West, Suite 100  
Montréal, QC H2Y 2A3

Class Members with claims related to property(ies) in the United States should mail the objection letter to:

Charles J. LaDuca, Esq.  
Cuneo, Gilbert & Laduca, LLP  
507 C Street NE  
Washington, DC 20002

**AND**

U.S. District Court  
Court File No. s618-11 cnc  
P.O. Box 998  
Brattleboro, VT 05302-0998

### **CLASS COUNSEL**

#### **21. Do I have a lawyer in the class action lawsuit?**

The following firms act on behalf of the plaintiffs and Class Members in the class action lawsuit. They are collectively referred to as “Class Counsel”. If you have any question regarding the settlement, you should contact the appropriate Class Counsel.

<p><b>Counsel for Canadian Plaintiffs</b> Jonathan Foreman Harrison Pensa LLP 450 Talbot Street P.O. Box 3237 London, ON N6A 4K3 Toll free: 1-800-263-0489 Email: jforeman@harrisonpensa.com</p>	<p><b>Counsel for Québec Plaintiffs</b> Éric Lafrenière Lauzon Bélanger Lespérance Inc. 286 Saint-Paul West, Suite 100 Montréal (Québec) H2Y 2A3 Tel: (514) 844-4646 Email: elafreniere@lblavocats.ca</p>
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<p><b>Co-lead counsel for U.S. Plaintiffs</b>  Charles J. LaDuca  Cuneo Gilbert &amp; LaDuca, LLP  507 C Street, NE  Washington, DC 20002  Tel: (202) 789-3960  Email: charles@cuneolaw.com</p>	<p><b>Co-lead counsel for U.S. Plaintiffs</b>  Michael McShane  Audet &amp; Partners, LLP  221 Main Street  Suite 1460  San Francisco, CA 94105  Toll free: 1-800-965-1461  Email: mmcshane@audetlaw.com</p>
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## **22. How will these lawyers be paid?**

You will not be individually billed or charged for Class Counsel. Under the terms of the settlement, the Defendant has agreed to pay Class Counsel's fees and expenses in an amount not to exceed Cdn \$2,400,000.00. Class Counsel fees are subject to the approval of the Ontario, Quebec and Vermont Courts. For Quebec Class Members, please be advised that there will be a deduction from settlement benefits with respect to amounts payable to the Fonds d'aide aux recours collectives, calculated in accordance with the governing legislation.

## **THE FINAL APPROVAL HEARINGS**

### **23. When and where will the Courts decide whether to approve the settlement?**

Final Approval Hearings will be held in Ontario, Quebec and the United States. At these hearings, the Courts will consider whether the settlement is fair and adequate. The Courts will consider any timely written submissions and will listen to people who have asked to make oral submissions. After the hearings, the Courts will decide whether to approve the settlement.

The Final Approval Hearing for the Canadian National Class will be held on **October 12, 2012 at 10:00 a.m.** at Ontario Superior Court of Justice, Court House, 80 Dundas Street, London, ON N6A 6A3.

The Final Approval Hearing for the Quebec Class will be held on **September 21, 2012 at 9:30 a.m.** at Superior Court of Québec, rue Notre-Dame Est, Montréal (Québec) H2Y 1B6.

The Final Approval Hearing for the U.S. Class will be held on **December 12, 2012 at 10:00 a.m.** at US District Court, 204 Main Street, Room 201, Brattleboro, VT 05301.

### **24. Do I have to attend the Final Approval Hearings?**

No, you are not required to attend the Final Approval Hearings, but you are welcome to attend if you wish to. You may also pay your own lawyer to review the settlement or attend the appropriate Final Approval Hearing on your behalf.

### **25. May I speak at the Final Approval Hearings?**

You can participate in the Final Approval Hearing through written or oral submissions. See No. 20 above for instructions.

## **ADDITIONAL INFORMATION**

### **26. How can I obtain more information about the settlement?**

Additional information about the settlement, including a copy of the settlement, is available online at [www.bpsinglettlement.com](http://www.bpsinglettlement.com), by calling toll-free 1-800-515-3626 or by contacting Class Counsel at the addresses listed above (see No. 21).

**You should regularly check the settlement website [www.bpsinglettlement.com](http://www.bpsinglettlement.com) for updates on the status of the litigation.**