

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
ERIE DIVISION

SAMUEL C. WALTERS, individually
and on behalf of all others similarly
situated,

Plaintiff,

-v-

IKO MANUFACTURING INC., a
Delaware corporation;
IKO INDUSTRIES INC., a Delaware
corporation;
IKO INDUSTRIES LTD., a Canadian
corporation;
IKO MIDWEST INC., an Illinois
corporation; and
IKO PRODUCTION INC., a Delaware
corporation,

Defendants.

Case No. 14-58 Erie

**CLASS ACTION COMPLAINT
AND JURY DEMAND (EQUITABLE RELIEF SOUGHT)**

1. **NOW COMES** Plaintiff, SAMUEL C. WALTERS, on behalf of himself and a class of all other persons similarly situated (collectively “the Class”), by and through his attorneys, HALUNEN & ASSOCIATES, and for his Complaint against Defendants, IKO Manufacturing Inc., IKO Industries Inc., IKO Industries Ltd., or IKO Midwest Inc., and IKO Production Inc., complains as follows:

NATURE OF ACTION

A. Background

2. This is a consumer class action on behalf of all persons and entities who purchased organic-based or matted shingles manufactured and/or distributed under various trade names by IKO Manufacturing Inc., IKO Industries Inc., IKO Industries Ltd., or IKO Midwest Inc., and IKO Production, Inc. (collectively “IKO” or “Defendant(s)”).

3. Upon information and belief, IKO sold or distributed organic shingles (hereinafter “Shingles” or “IKO Shingles”) throughout the United States, but primarily in the northern and south-eastern United States between approximately 1979 and 2007.

4. All IKO Shingles are manufactured using the same basic formula: a base layer of organic felt saturated with asphalt, a middle layer of an oxidized asphalt coating, and a top layer of mineral granules with a strip of asphalt sealant.

5. Defendants manufactured and marketed its Shingles under various brands and product names including but not limited to: Château, Renaissance, Renaissance XL, Aristocrat, Total, Armour Seal, Superplus, Armour Lock, Royal Victorian, New Englander, Imperial Seal 20, Cathedral XL, Ultralock 25, Armour Plus 20, Armourtite, Cambridge Ultra Shadow, Crowne 30, Vista, Supreme 20, Fastlock 25, Leading Edge, Nordic, Quantum 35, Seville 25, Superlock, Superseal, and Skyline for sale nationwide. Defendants marketed and sold the organic Shingles to tens of thousands of consumers throughout the United States.

6. IKO markets and warrants all the Shingles as durable, and as offering long-lasting protection for a specified life ranging from 20 to 50 years, or in some cases, for a lifetime. The industry and consumers recognize the warranty nomenclature as having the following meaning: a shingle with a 25-year warranty is referred to as a “25-year shingle.”

Additionally, shingles with a 20-year warranty are generally priced at a lesser amount than shingles with a 50-year warranty.

7. IKO's sales brochures and marketing literature, which were widely distributed to building and roofing professionals who installed shingles and generally available to Plaintiff and the Class at the time of sale, state the Shingles are, among other things, "[t]ime-tested and true" and "an excellent choice for exceptional roofing value." In actuality, these IKO Shingles do not stand the test of time and, given the early and severe deterioration that requires premature tear-off and replacement; they prove to be of inferior value when compared to fiberglass shingles.

8. IKO's sales brochures, marketing literature, and packaging furthermore claim that IKO Shingles meet very specific industry specifications and standards for sampling, testing and analysis. In particular, IKO represented to consumers that their shingles met ASTM D225-07 specifications for organic felt asphalt shingles and that IKO Shingles adhered to ASTM D228 testing procedures for sampling, examination, physical testing, and analyses. In fact, IKO did not adhere to ASTM D225-07 specifications and failed to comply with the advertised testing procedures.

9. IKO widely distributed documents to building and roofing professionals who installed shingles, and made documents generally available to Plaintiff and the Class, that described its warranty as "IRON CLAD" and further claimed IKO was "Setting the Standard" for "quality, durability, and innovation." IKO Shingles have not lived up to that promise.

10. IKO represented in documents and marketing material that its shingles would last for a specified period of time without problems, or the company would remedy the situation. IKO makes this representation before purchase and at the time of purchase via sales

brochures, marketing materials (including but not limited to store displays, sales seminars, and training materials), and on the Shingles' packaging.

11. The Shingles manufactured and sold by IKO are defectively designed and manufactured such that they fail prematurely causing damage to the underlying structures (including roof, structural elements, interior walls and ceilings) and other property of Plaintiff and members of the Class. The Shingles are non-conforming to industry standards.

12. The defects present in IKO Shingles are so severe that Plaintiff and members of the Class must repair or replace their roofs sooner than reasonably expected by ordinary consumers who purchase shingles generally and by consumers who purchased these Shingles specifically.

13. All of IKO's organic Shingles are uniformly defective such that Plaintiff's and Class members' Shingles are failing before the time periods advertised, marketed, and guaranteed by IKO or otherwise expected by ordinary consumers purchasing Shingles.

14. IKO knew or reasonably should have known the Shingles are defective as designed and manufactured such that they fail prematurely due to moisture invasion. The organic materials contained in the Shingles are susceptible to becoming wet, moist, saturated, or otherwise invaded by water. Further degradation is caused when the wet, moist, or saturated organic material goes through repeated freeze and thaw cycles. The degradation continues as the Shingles lose the ability to hold granules further subjecting the organic content of the Shingles to moisture. Shingles are then further degraded when subjected to the sun as the drying of the content eventually causes the Shingles to lose shape and deform. The outward manifestation of the Shingle deterioration and deformation is cracking, curling, blistering, fishmouthing, clawing, and discoloration. At the extreme, the Shingles break at the

edges or blow off roofs. In short, the Shingles do not perform in accordance with the reasonable expectations of consumers that such products be durable and suitable for use as a roofing product.

15. The following photos, attached hereto in thumbnail form and in full as **Exhibit A**, are a sampling of the problems Plaintiff and the Class have experienced with their IKO Shingles:



B. IKO's Warranty

16. IKO sells warranties with its Shingles. The warranties are marketed and create an expectation within the industry and by ordinary consumer purchases that the Shingles will

last as long as the warranty period. The warranty furthers these expectations by guaranteeing that a Shingle will last for a specified period of time. A sample of one of IKO's written warranties is attached hereto as **Exhibit B**. IKO generally charged more to the Class as the warranty period increased in length thereby creating the expectation that a longer warranty period advertised and guaranteed had meaning.

17. IKO established a warranty period to be advertised and guaranteed for its Shingles without conducting appropriate testing to determine if the Warranty period was supported by actual or simulated use. As to some of the Shingles, it appears that IKO increased the duration of the warranty period without making any substantial changes to the design or manufacturing process of its Shingles and without further or appropriate testing.

18. IKO did not use a process or formula for determining the length of its warranties, but rather extended the length of warranties as the business environment changed so that IKO would not be put at a marketing disadvantage vis-à-vis its competitors.

19. Generally, as IKO's competitors began to offer longer warranty periods for similar shingles, IKO lengthened the warranty period of its Shingles without adequate or appropriate testing to determine if the increase of warranty was justified, supportable, or otherwise true.

C. IKO's Handling of Warranty Claims

20. IKO uses an overly burdensome warranty claims process that is designed to deter warranty claimants from filing, and reduce the number of "valid" claims that it receives. Much of the information that IKO requires is not available to homeowners, especially those who purchased a new home from a builder, or were not the original owners of the roof.

21. IKO will not consider a warranty claim until a customer submits *all* of the following information to the company:

- a. Proof of purchase of an IKO product indicating the type of shingle, quantity, and date in which a roof was applied;
- b. Proof of purchase indicating the claimant is the original owner of the home;
- c. Date shingles were applied;
- d. Number of shingles applied;
- e. Number of shingles involved in the claim;
- f. Type of roof deck;
- g. The number of layers of shingles on the roof;
- h. The slope of the roof deck;
- i. The number of vents on the roof;
- j. Photographs of the roof that were not taken from a digital camera; and
- k. Two full shingle samples (which requires a roofing professional to carefully remove in-service shingles from the claimant's roof).

22. Instead of providing compensation based upon the terms of the warranty, IKO intentionally misleads warranty claimants, including Plaintiff and the Class, by requiring them to sign a Goodwill Release of Warranty (hereinafter "Goodwill Release") in exchange for cash compensation.

23. The consideration offered by IKO in exchange for a signed Goodwill Release is woefully inadequate to compensate claimants for IKO's defective Shingles because it does

not cover the full cost of replacement shingles, labor, disposal, or other related costs incurred by Plaintiff and the Class.

24. The Goodwill Release is not compensation under the terms of the warranty, but rather “represents the compromise of a disputed claim.” In essence, it is IKO’s routine business practice to dispute every warranty claim submitted to the company, even though it had actual or constructive notice that its Shingles are defective pursuant to their very own requirements. A sample of IKO’s Goodwill Release is attached hereto as **Exhibit C**.

25. The Goodwill Release operates as a waiver of the warranty, and releases IKO from “any and all claims, causes of action, agreements, promises, damages and demands, . . . of any kind or nature whatsoever . . . which the [warranty claimant] ever had or now has against IKO” **Exhibit C**.

26. The Goodwill Release is IKO’s attempt to “buy off” any future claims relating to its Shingles and relieve itself of the burden and responsibility of future warranty claims concerning any possible remaining Shingles on a warranty claimant’s roof.

27. The consideration offered for an executed Goodwill Release is based upon a fraction of the cost of replacing only the shingles that exhibit the defect at that time, but the Goodwill Release waives the warranty on the entire roof, regardless of whether the claimant was compensated for the release.

D. IKO’s Ongoing Refusal to Notify Its Customers of the Defects Associated With Its Shingles

28. Since 1984, IKO has received thousands of warranty claims alleging a manufacturing or design defect in the Shingles.

29. A substantial percentage of all warranty claims received by IKO relate to its organic Shingles.

30. An inordinate percentage of all warranty claims denied by IKO relate to claims made about the Shingles.

31. Despite receiving a litany of complaints from consumers, such as Plaintiff and other members of the Class, IKO has refused to convey effective notice to consumers about the defects, and refused to repair defective roofs fully or repair the property damaged by the premature failure of its product.

32. IKO's response to customers' warranty submissions is woefully inadequate under these circumstances in that it limits Plaintiff's and Class members' recovery to replacement costs of individual Shingles piece by piece and excludes costs of labor to replace the Shingles.

33. The average compensation paid on a non-organic Shingles claim is greater than the average compensation paid on an organic Shingles claim.

E. IKO's Acts and Omissions Have Damaged Plaintiff and the Class

34. As a result of the defects and failures alleged herein, Plaintiff and the Class have suffered actual damages. The Shingles on their homes, buildings, and other structures have and will continue to fail prematurely compared to the time period expected by ordinary consumers, the time period marketed by IKO, and the time period warranted by IKO, resulting in damage to the underlying roof and housing structure and requiring them to expend thousands of dollars to repair the damage associated with the incorporation of the Shingles into their homes, buildings, and other structures, and to prevent such damage from continuing. Damage caused by the defective Shingles includes, but is not limited to: damage to underlying

felt, damage to structural roof components (including the rotting and degradation of plywood sheathing, trusses, and rafters), damage to plaster and sheetrock, and damage to walls, ceiling, and other components either as a result of the failing Shingles themselves or from the process of removal and replacement of the defective Shingles.

35. Because the defects in the Shingles are latent and not detectable until manifestation, Plaintiff and the Class members were not reasonably able to discover their Shingles were defective until after installation, despite the exercise of due diligence. Indeed, at the time of first sale, building and construction professionals would not be able to detect the latent defect unless they subjected the Shingles to their own testing, modeling, or analysis.

36. The relatively small size of the typical individual Class member's claims, and because most homeowners and/or property owners have only modest resources, makes it unlikely that individual Class members could afford to seek a full and fair recovery against IKO on their own. This is especially true in light of the size and resources of IKO. A class action is, therefore, the only reasonable means by which Class members can obtain relief from Defendants.

37. The organic asphalt Shingles manufactured and sold by IKO, are defectively designed and manufactured such that they fail prematurely causing damage to the property of Plaintiff and members of the Class and forcing them to repair or replace their roofs sooner than reasonably expected, marketed, and warranted.

38. Plaintiff seeks to recover, for himself and the Class, the costs of repairing the damage to their property and replacing their roofs, or injunctive relief forcing IKO to replace their defective roofs.

PARTIES

39. At all relevant times Plaintiff and class representative Samuel C. Walters was a citizen of Pennsylvania.

40. On or about May 19, 1995, Plaintiff decided to purchase and have his home outfitted with Renaissance shingles, a brand name of IKO organic Shingles that is backed by a 25 year warranty. Plaintiff chose this particular type and style of shingle based in part on the warranty with which it is advertised.

41. At the time of purchase, IKO represented, marketed, and created the expectation that the Shingles would last for at least 25 years.

42. Plaintiff fully expected his shingles to last for at least 25 years and as such never paid any attention to them. Plaintiff first became aware of the problem with his Shingles in the fall of 2012 when he noticed something sticking out of the roof gutter, that something turned out to be a shingle tab. As a result, Plaintiff inspected his roof further and discovered that his shingles had badly deteriorated and were cracking, curling and falling off. Plaintiff had no reasonable way to discover that the Shingles were defective until shortly before the filing of this Complaint.

43. Plaintiff notified IKO that his Shingles are defective. In response, IKO offered to pay Plaintiff a total of \$405.94 representing the replacement costs for 78 bundles of shingles. In order to receive this payment, Plaintiff would have been required to sign a “Goodwill Release of Warranty” that would waive any claim to further compensation due or owing Plaintiff resulting from IKO’s defective product. Plaintiff refused to return the “Goodwill Release of Warranty” to IKO. See **Exhibit C**.

44. Plaintiff's shingles continue to deteriorate and will require Plaintiff to prematurely replace his roof to avoid further damage to his home. Had the consumer expectations been met, the cost associated with repairs and eventual replacement would not be expected to be incurred for at least a decade. These consumer expectations were reasonably formed based on IKO's marketing and warranty of the Shingles.

F. IKO Defendants

45. Defendant IKO Manufacturing Inc. is a Delaware corporation and operates a manufacturing plant in Wilmington, Delaware. IKO is a leading North American manufacturer of roofing materials. The company operates manufacturing plants in the United States, Canada, and Europe.

46. Defendant IKO Industries Ltd. is an Alberta corporation and leading North American manufacturer and distributor of roofing materials and the parent company of Defendant IKO Manufacturing. IKO Industries Ltd. is the owner of several patents that may apply to the Shingles manufactured by IKO Manufacturing. The company operates manufacturing plants in Canada, and its Shingles were distributed in the United States.

47. Defendant IKO Midwest, Inc. is a Delaware corporation with significant business operations located in Kankakee, Illinois. IKO Midwest, Inc. manufactures, distributes, and sells IKO Shingles throughout the United States.

48. Defendant IKO Industries, Inc. is a Delaware corporation that imports Canadian-made IKO Shingles to the United States.

49. Defendant IKO Production, Inc. is a Delaware corporation with significant business operations in Wilmington, Delaware, where it manufactures, distributes, or sells IKO Shingles.

JURISDICTION AND VENUE

50. IKO, through its various subsidiaries and affiliates, operates manufacturing plants in the United States, Canada, and Europe and has significant business operations in Pennsylvania, where it sells, markets, and services IKO Shingles and has sufficient contact with Pennsylvania or otherwise intentionally avails itself to the laws and markets of Pennsylvania, so as to sustain this Court's jurisdiction over Defendants.

51. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d) because the vast majority of class members are citizens of a state different from the home state of Defendants, and, upon information and belief, the amount in controversy exceeds Five Million Dollars (\$5,000,000).

52. Venue is proper in this district pursuant to 28 U.S.C. § 1391 *et seq.* because a substantial part of the events or omissions giving rise to this claim occurred in Warren County, Pennsylvania.

CLASS ACTION ALLEGATIONS

53. This action is brought and may be maintained as a nationwide class action pursuant to Federal Rule of Civil Procedure 23, and case law thereunder, on behalf of Plaintiff and all others similarly situated, with the Nationwide Class defined as follows:

All individuals and entities that have owned, own, or acquired homes, residences, buildings or other structures physically located in the United States, on which organic IKO shingles are or have been installed since 1979. "Organic IKO shingles" is defined as all organic shingles manufactured or distributed by Defendants. Excluded from the Class are Defendants, any entity in which Defendants have a controlling interest or which has a controlling interest of Defendants, and Defendants' legal representatives, assigns and successors. Also excluded are the judge to who this case is assigned and any member of the judge's immediate family.

54. Alternatively or in addition to the Nationwide Class claims, Plaintiff brings, as applicable to each of the various States where the laws are similar to each of the states in which a named Plaintiff resides, causes of action one, two, three, five, and seven under Federal Rule of Civil Procedure 23 on behalf of himself and State Sub-Classes defined as:

All individuals and entities that have owned, own, or acquired homes, residences, buildings or other structures physically located in the applicable State, on which organic IKO shingles are or have been installed since 1979. “Organic IKO shingles” is defined as all organic Shingles manufactured or distributed by Defendants. Excluded from the Class are Defendants, any entity in which Defendants have a controlling interest or which has a controlling interest of Defendants, and Defendants’ legal representatives, assigns and successors. Also excluded are the judge to who this case is assigned and any member of the judge’s immediate family.

55. Plaintiff reserves the right to re-define the Class(es) prior to class certification.

56. While the precise number of Class members is unknown to Plaintiff, upon information and belief, Plaintiff believes the number is well in excess of 1,000 and the Class likely includes many thousands such that joinder is impracticable. The true number of Class members is likely known by Defendants. Disposition of these claims in a single class action will provide substantial benefits to all parties and the Court.

57. The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, and all Class members, own homes, residences, or other structures on which defective Shingles manufactured by IKO have been installed. Those Shingles have failed, and will continue to fail, prematurely. The representative Plaintiff, like all Class members, has been damaged by IKO’s conduct in that he has incurred or will incur the costs of repairing or replacing his roof and repairing the additional property damaged by the Shingles’ premature failure. Furthermore, the factual bases of IKO’s conduct is common

to all Class members and represents a common thread of deliberate, fraudulent and negligent misconduct resulting in injury to all members of the Class.

58. There are numerous questions of law and fact common to Plaintiff and the Class. Those questions predominate over any questions that may affect individual Class members, and include the following:

- a. Whether IKO Shingles are defective in that they fail prematurely and are not suitable for use as an exterior roofing product for the length of time advertised, marketed and warranted;
- b. Whether the Shingles are defectively designed or manufactured;
- c. Whether IKO knew or should have known of the defective nature of the Shingles;
- d. Whether the Shingles failed to perform in accordance with the reasonable expectations of ordinary consumers;
- e. Whether IKO properly instructed consumers about the likelihood of premature failure;
- f. Whether the Shingles fail to perform as advertised and warranted or expected by an ordinary consumer;
- g. Whether IKO's conduct in marketing and selling its Shingles involved misrepresentations, intentional omissions, or was otherwise unfair and deceptive;
- h. Whether Plaintiff and the Class are entitled to compensatory, exemplary and statutory damages, and the amount of such damages;

- i. Whether IKO should be declared financially responsible for notifying all Class members about their defective Shingles and for all damages associated with the incorporation of such Shingles into Class members' homes, residences, buildings, and other structures; and
- j. Whether IKO has changed or altered its warranty program without notice to the Plaintiff and the Class.

59. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting statewide, multistate and national consumer class actions, actions involving defective products, and specifically, actions involving defective construction materials. Plaintiff and his counsel are committed to prosecuting this action vigorously on behalf of the Class they represent, and have the financial resources to do so. Neither Plaintiff nor his counsel has any interest adverse to those of the Class.

60. Plaintiff and the members of the Class have suffered and will continue to suffer harm and damages as a result of IKO's conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, the vast majority of the Class members likely would find the cost of litigating their claims to be prohibitive, and would have no effective remedy at law. Because of the relatively small size of the individual Class member's claims, it is likely that only a few Class members could afford to seek legal redress for IKO's conduct. Further, the cost of litigation could well equal or exceed any recovery. Absent a class action, Class members will continue to incur damages without remedy. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation, in that class treatment would conserve

the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

ESTOPPEL FROM PLEADING THE STATUTE OF LIMITATIONS

61. IKO knew or reasonably should have known the Shingles were defective prior to the time of sale, and intentionally concealed that material information and the truth concerning their product from Plaintiff and the general public, while continually marketing the Shingles as dependable products. Defendants' acts of fraudulent concealment include failing to disclose that its Shingles were defectively manufactured and would deteriorate in less than their expected lifetime, leading to damage to the very structures they were purchased to protect.

62. Because the defects in the Shingles are latent and not detectable until manifestation, Plaintiff and the Class members were not reasonably able to discover their Shingles were defective and unreliable until after installation, despite their exercise of due diligence.

63. Plaintiff had no reasonable way to discover this defect until shortly before Plaintiff filed his original complaint.

64. Defendants had a duty to disclose that its Shingles were defective, unreliable and inherently flawed in their design and/or manufacturer.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Breach of Express Warranty)

65. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

66. Defendants marketed and sold their Shingles into the stream of commerce with the intent that the Shingles would be purchased by Plaintiff and members of the Class.

67. Defendants expressly warranted that its Shingles are permanent, impact resistant, and would maintain their structural integrity. Defendants' representations through its written warranties regarding the durability of, and the quality of the Shingles created express warranties that became part of the basis of the bargain Plaintiff and members of the Class entered into when they purchased the Shingles.

68. Express warranties created by IKO go beyond the limited warranties IKO relies upon. IKO also creates express warranties on the Shingles packaging and in product brochures and marketing materials.

69. Defendants expressly warranted that the structural integrity of the Shingles purchased by Plaintiff and Class members would last at least 20 years and as long as a lifetime.

70. Defendants breached their express warranties to Plaintiff and the Class in that Defendants' Shingles are neither permanent nor impact resistant and did not, and do not, maintain their structural integrity and perform as promised. Defendants' Shingles crack, split, curl, warp, discolor, delaminate, blow off the roof, deteriorate prematurely, and otherwise do not perform as warranted by Defendants; and they have caused or are causing damage to the underlying roof elements, structures or interiors of Plaintiff's and Class members' homes, residences, buildings and structures.

71. Defendants' warranties fail their essential purpose because they purport to warrant that the Shingles will be free from structural breakdown for at least 20 years to as

much as a lifetime when, in fact, Defendants' Shingles fail far short of the applicable warranty period.

72. Moreover, because the warranties limit Plaintiff's and Class members' recovery to replacement of the Shingles piece by piece, with replacement labor not included, Defendants' warranties are woefully inadequate to repair and replace failed roofing, let alone any damage suffered to the underlying structure due to the inadequate protection provided by the IKO Shingles. The remedies available in Defendants' warranties are limited to such an extent that they do not provide a minimally adequate remedy.

73. The limitations on remedies and the exclusions in Defendants' warranties are unconscionable and unenforceable.

74. Defendants have denied or failed to pay in full the warranty claims or has not responded to warranty claims.

75. As a result of Defendants' breach of their express warranties, Plaintiff and the Class have suffered actual damages in that they purchased and installed on their homes and other structures an exterior roofing product that is defective and that has failed or is failing prematurely due to moisture penetration. This failure has required or is requiring Plaintiff and the Class to incur significant expense in repairing or replacing their roofs. Replacement is required to prevent ongoing and future damage to the underlying roof elements, structures or interiors of Plaintiff's and Class members' homes and structures.

76. Plaintiff on behalf of himself and all others similarly situated, demands judgment against Defendants for compensatory damages for himself and each member of the Class, for the establishment of the common fund, plus attorneys' fees, interest and costs.

SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

**(Breach of Implied Warranties of Merchantability and
Fitness for a Particular Purpose)**

77. Plaintiff incorporates by reference each of the allegations contained in all of the preceding paragraphs of this Complaint.

78. At all times mentioned herein, Defendants manufactured or supplied IKO Shingles, and prior to the time said Shingles were purchased by Plaintiff, Defendants impliedly warranted to Plaintiff, and to Plaintiff's agents, that the product was of quality and fit for the use for which it was intended.

79. Plaintiff and Plaintiff's agents relied on the skill and judgment of the Defendants in using the aforesaid product.

80. The product was unfit for its intended use and it was not of merchantable quality, as warranted by Defendants, in that it had propensities to break down and fail to perform and protect when put to its intended use. This product failure caused Plaintiff to sustain damages as herein alleged.

81. The product was similarly unfit for its particular purpose. IKO manufactured its Shingles in a cold weather climate, and distributed, marketed, and sold the Shingles in cold weather climates. IKO knew, or should have known, that its Shingles would be subjected to subzero temperatures, snow, and sleet and that the Shingles would be subjected to freeze-thaw cycles for a substantial period of each year.

82. After Plaintiff was made aware of Plaintiff's damages as a result of the aforesaid product, notice was duly given to Defendants of the breach of said warranty.

83. IKO failed to provide adequate remedy and added additional terms to the warranties which independently cause the purported warranty to fail its essential purpose, thereby permitting remedy under implied warranties.

84. As a direct and proximate result of the breach of said warranties, Plaintiff and the Class members suffered and will continue to suffer loss as alleged herein in an amount to be determined at trial.

85. Plaintiff on behalf of himself and all others similarly situated, demand judgment against Defendants for compensatory damages for himself and each member of the Class, for the establishment of the common fund, plus attorneys' fees, interest and costs.

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law)

86. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs of this Complaint.

87. Defendant is a manufacturer, marketer, seller and/or distributor of the Shingles.

88. The conduct described above and throughout this Complaint took place within the Commonwealth of Pennsylvania and constitutes unfair methods of competition or unfair or deceptive acts or practices in violation of §201-2(4),(v),(vii), and (xxi) of the Pennsylvania Unfair Practices and Consumer Protection Law (hereinafter, "UTPCPL"), 73 Pa.C.S.A. §201-1, *et seq.*

89. The UTPCPL applies to the claims of all the Class members because the conduct which constitutes violations of the UTPCPL by the Defendant occurred within the Commonwealth of Pennsylvania.

90. In violation of the UTPCPL, Defendants omitted and/or concealed material facts from Plaintiff and the Class regarding the quality, characteristics, benefits and/or uses of the Shingles.

91. The omissions described herein were likely to deceive consumers into purchasing the Shingles.

92. As a direct and proximate cause of the violation of the UTPCPL, described above, Plaintiff and the Class have been injured in that they have purchased the defective Shingles for personal, family, or household purposes based on nondisclosure of material facts alleged above.

93. Defendants knew or should have known that the Shingles were defective, would fail prematurely, were not suitable for use as an exterior roofing product, and otherwise were not as warranted and represented by Defendants.

94. Defendants deceived and continue to deceive consumers. This conduct constitutes unfair or deceptive acts or practices within the meaning of the UTPCPL. This illegal conduct is continuing, with no indication that Defendants will cease.

95. Defendants' actions and connection with the manufacturing and distributing of the Shingles as set forth herein evidences a lack of good faith, honesty in fact, and observance of fair dealing so as to constitute unconscionable commercial practices, in violation of the Pennsylvania Unfair Trade Practices Act and Consumer Protection Law, 73 Pa.C.S.A. §201-1, *et seq.*

96. Defendants acted willfully, knowingly, intentionally, unconscionably and with reckless indifference when it committed these acts of consumer fraud.

97. As a direct and proximate result of Defendant's unfair and deceptive acts and practices, Plaintiff and the Class will suffer damages, which include, without limitation, cost to inspect, repair and/or replace their Shingles and other property in an amount to be determined at trial.

98. As a result of the acts of consumer fraud described above, Plaintiff and the Class have suffered ascertainable loss-actual damages that include the purchase price of the products- for which Defendants are liable to the Plaintiff and the Class for treble their ascertainable losses, plus attorney's fees and costs, along with equitable relief prayed for herein in this Complaint.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Breach of Contract)

99. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

100. Plaintiff and the Class members have entered into certain contracts and warranty agreements with Defendants, including an express warranty. Pursuant to these contracts and agreements, including the express warranty, Defendants would provide Plaintiff and the Class members with Shingles that were of merchantable quality and fit for the use for which they were intended. Defendants were further obligated pursuant to the express warranty to repair or replace any defects or problems with the Shingles that Plaintiff and the Class members experienced. In exchange for these duties and obligations, Defendants received payment of the purchase price for these Shingles from Plaintiff and the Class.

101. Plaintiff and the Class satisfied their obligations under these contracts, warranties, and agreements.

102. Defendants failed to perform as required by the express warranty and breached said contracts and agreements because they provided Plaintiff and the Class with Shingles that were defective and unfit for their intended use and failed to appropriately repair or replace the Shingles.

103. As a result of the foregoing, Plaintiff and the Class members are entitled to compensatory damages in an amount to be proven at trial.

FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Fraudulent Concealment)

104. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

105. At all times mentioned herein, Defendants, through their experience, were in a position of superiority to Plaintiff and the class members and as such had the duty and obligation to disclose to Plaintiff the true facts and their knowledge concerning the IKO Shingles; that is that said product was defective, would prematurely fail, and otherwise were not as warranted and represented by Defendants. Defendants made the affirmative representations as set forth in this Complaint to Plaintiff, the Class, and the general public prior to the date Plaintiff purchased the IKO Shingles, while at the same time concealing the material defects described herein. All of these facts were material to the consumers' (such as Plaintiff's) purchase decisions.

106. The material facts concealed or not disclosed by IKO to Plaintiff and the Class are material facts in that a reasonable person would have considered those facts to be important in deciding whether or not to purchase IKO's Shingles.

107. At all times mentioned herein, Defendants intentionally, willfully, and maliciously concealed or suppressed the facts set forth above from Plaintiff and with the intent to defraud as herein alleged.

108. At all times mentioned herein, Plaintiff and members of the Class reasonably relied on Defendants to disclose those material facts set forth above. If Defendants had disclosed the above facts to Plaintiff and Class and had they been aware of said facts, they would have either negotiated additional warranty coverage, negotiated a lower price to reflect the risk or simply avoided the risk all together by purchasing different shingles

109. IKO continued to conceal the defective nature of its Shingles even after members of the Class began to report problems. Indeed, IKO continues to cover up and conceal the true nature of the problem.

110. As a result of the previous and continued concealment or suppression of the facts set forth above, Plaintiff and the Class members sustained damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Negligence)

111. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

112. Defendants had a duty to Plaintiff and the Class to exercise reasonable and ordinary care in the formulation, testing, design, manufacture, and marketing of the Shingles.

113. Defendants breached their duty to Plaintiff and the Class by designing, manufacturing, advertising and selling to Plaintiff and the Class a product that is defective and will fail prematurely, and by failing to promptly remove the Shingles from the marketplace or to take other appropriate remedial action.

114. Defendants knew or should have known that the Shingles were defective, would fail prematurely, were not suitable for use as an exterior roofing product, and otherwise were not as warranted and represented by Defendants.

115. As a direct and proximate cause of Defendants' negligence, Plaintiff and the Class have suffered actual damages in that they purchased and installed on their homes, residences, buildings and other structures an exterior roofing product that is defective and that fails prematurely due to moisture penetration. These failures have caused and will continue to cause Plaintiff and the Class to incur expenses repairing or replacing their roofs as well as the resultant, progressive property damage.

116. Plaintiff on behalf of himself and all others similarly situated, demand judgment against Defendants for compensatory damages for himself and each member of the Class, for establishment of a common fund, plus attorney's fees, interest and costs.

SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Unjust Enrichment)

117. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

118. Substantial benefits have been conferred on Defendants by Plaintiff and the Class by purchasing IKO shingles, and Defendants have knowingly and willingly accepted and enjoyed these benefits.

119. IKO either knew or should have known that the payments rendered by Plaintiff and the Class were given and received with the expectation that the IKO Shingles would perform as represented and warranted. For IKO to retain the benefit of the payments under these circumstances is inequitable.

120. Defendants' acceptance and retention of these benefits under the circumstances make it inequitable for Defendants to retain the benefit without payment of the value to the Plaintiff and the Class.

121. Plaintiff and the Class are entitled to recover from Defendants all amounts wrongfully collected and improperly retained by Defendants, plus interest thereon.

122. As a direct and proximate result of IKO's wrongful conduct and unjust enrichment, Plaintiff and the Class are entitled to restitution from, and institution of, a constructive trust disgorging all profits, benefits, and other compensation obtained by IKO, plus attorneys' fees, costs, and interest thereon.

EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Declaratory and Injunctive Relief)

123. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

124. Plaintiff, on behalf of himself and putative Class members, seeks a Court declaration of the following:

- a. All Defendants' Shingles manufactured from 1979 until the present have defects which cause them to fail and leak, resulting in water damage to property and the necessity of the removal and replacement of the Shingles;
- b. All Defendants' Shingles manufactured from 1979 until the present have a defect in workmanship and material that causes failures;
- c. Defendants knew of the defects in their Shingles and that the limitation contained in the warranties are unenforceable;
- d. Defendants shall re-audit and reassess all prior warranty claims on their Shingles, including claims previously denied in whole or in part, where the denial was based on warranty or other grounds; and
- e. Defendants shall establish an inspection program and protocol to be communicated to Class members, which will require Defendants to inspect, upon request, a Class member's structure to determine whether a Shingle failure is manifest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, requests the Court to enter judgment against IKO, as follows:

- A. Enter an order certifying the proposed Class (and subclasses, if applicable), designating Plaintiff as the named Class Representative of the Class, and designating the undersigned as Class Counsel;
- B. Declare that IKO is financially responsible for notifying all Class members of the problems with IKO products;
- C. Enter an order enjoining IKO from further deceptive advertising, marketing,

distribution, and sales practices with respect to IKO products, and requiring IKO to remove and replace Plaintiff's and Class members' roofs with a suitable alternative roofing material of Plaintiff's and Class members' choosing;

D. Enter an award in favor of Plaintiff and the Class that includes compensatory, exemplary or punitive damages, and statutory damages, including interest thereon, in an amount to be proven at trial;

E. Declare that IKO must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale of IKO materials, or order IKO to make full restitution to Plaintiff and the members of the Class;

F. Enter an award of attorneys' fees and costs, as allowed by law;

G. Enter an award of pre-judgment and post-judgment interest, as provided by law;

H. Grant Plaintiff and the Class leave to amend the Complaint to conform to the evidence produced at trial; and

I. Grant such other or further relief as may be appropriate under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the members of the Class hereby demand a trial by jury of any and all issues in this action so triable.

Dated: February 25, 2014

s/Charles E. Schaffer
Charles E. Schaffer
Brian F. Fox
LEVIN FISHBEIN SEDRAN
& BERMAN
Suite 500
510 Walnut Street
Philadelphia, PA 19106
(215) 592-1500
(215) 592-4663 (fax)
Co-Lead Counsel

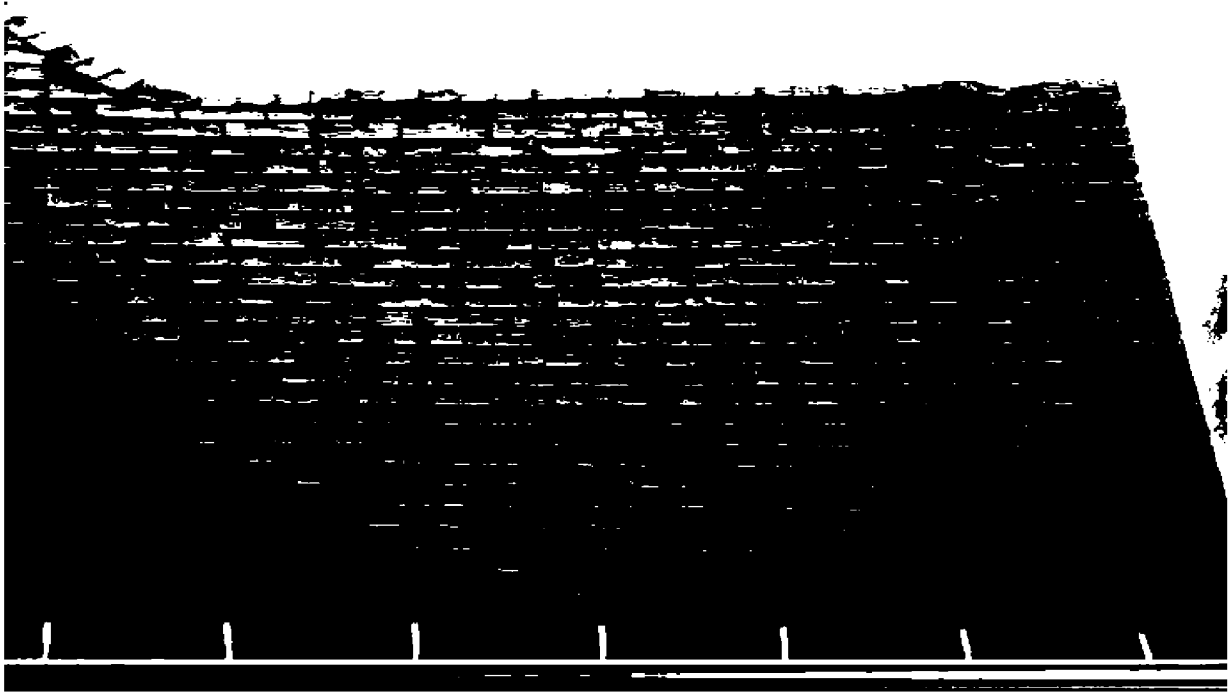
Clayton D. Halunen
Scott W. Carlson
HALUNEN &
ASSOCIATES
1650 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 605-4098
(612) 605-4099 (fax)
Co-Lead Counsel
Robert K. Shelquist

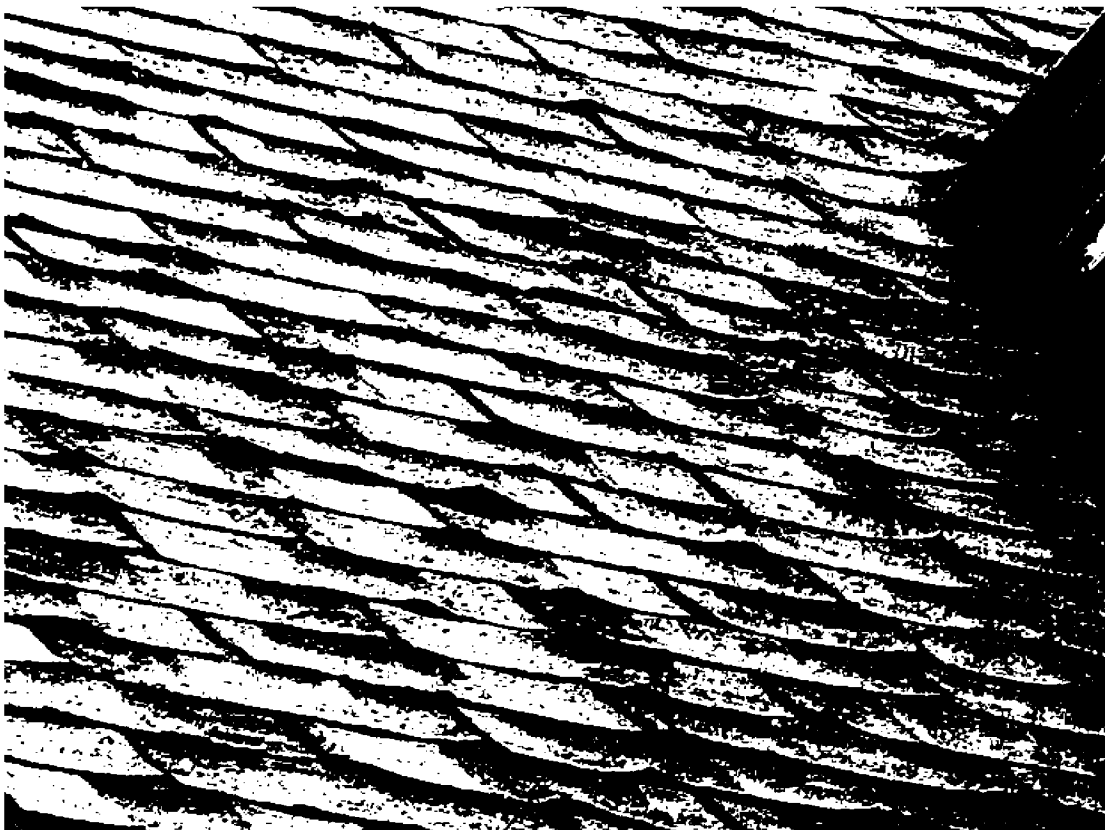
Robert K. Shelquist
Scott A. Moriarity
LOCKRIDGE GRINDAL
NAUEN PLLP
Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401
(612) 339-6900
(612) 339-0981 (fax)
Co-Lead Counsel

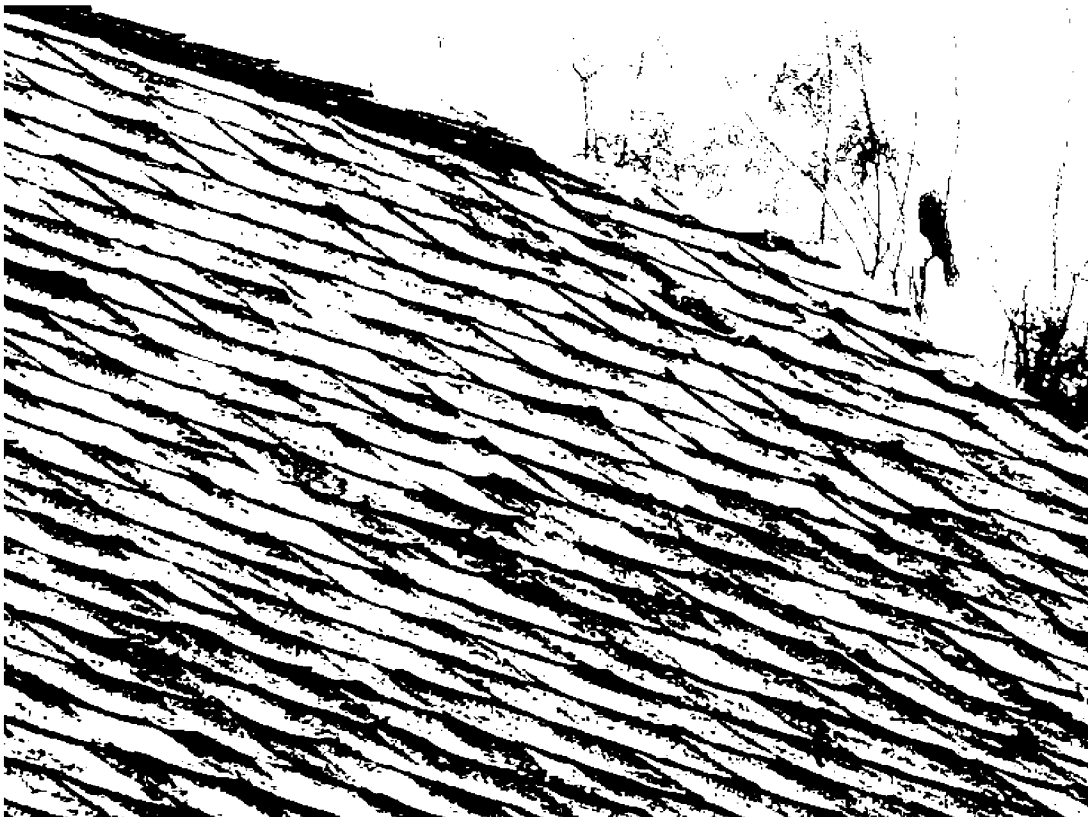
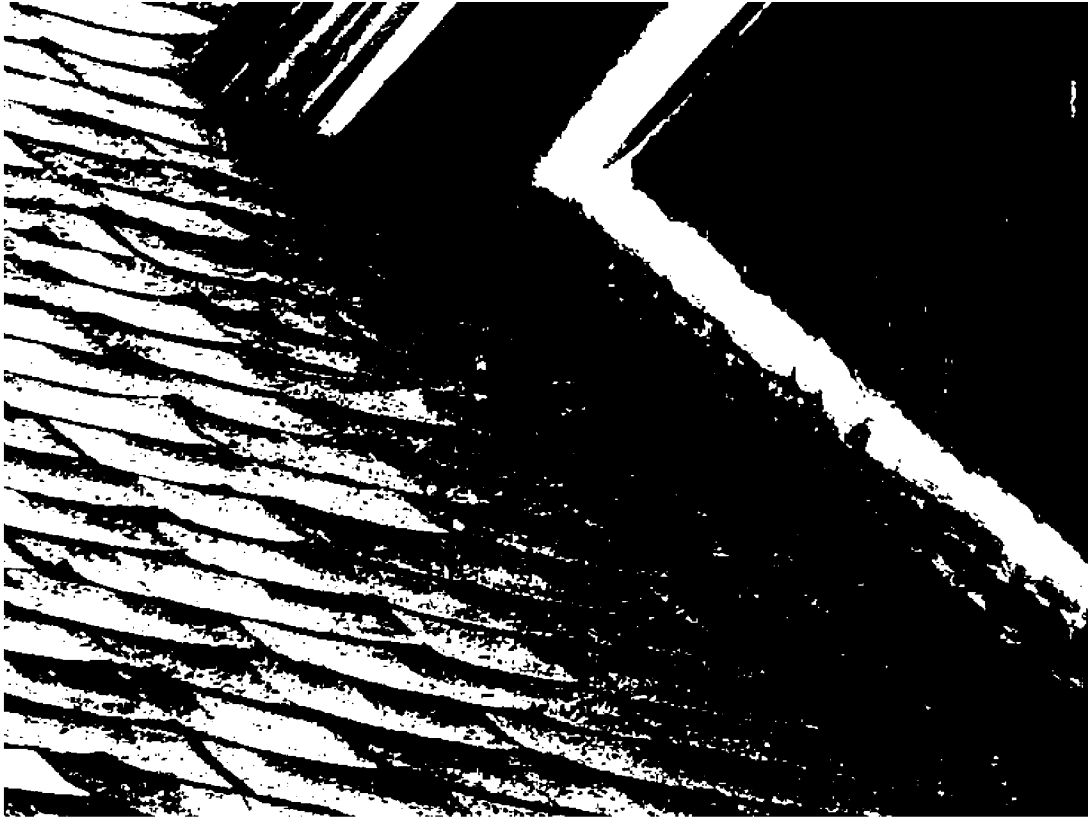
Jon D. Robinson
Christopher M. Ellis
BOLEN ROBINSON &
ELLIS
2nd Floor
202 South Franklin
Decatur, IL 62523
(217) 429-4296
(217) 329-0034 (fax)
Plaintiffs' Liaison Counsel

ATTORNEYS FOR THE NAMED PLAINTIFF

Exhibit A





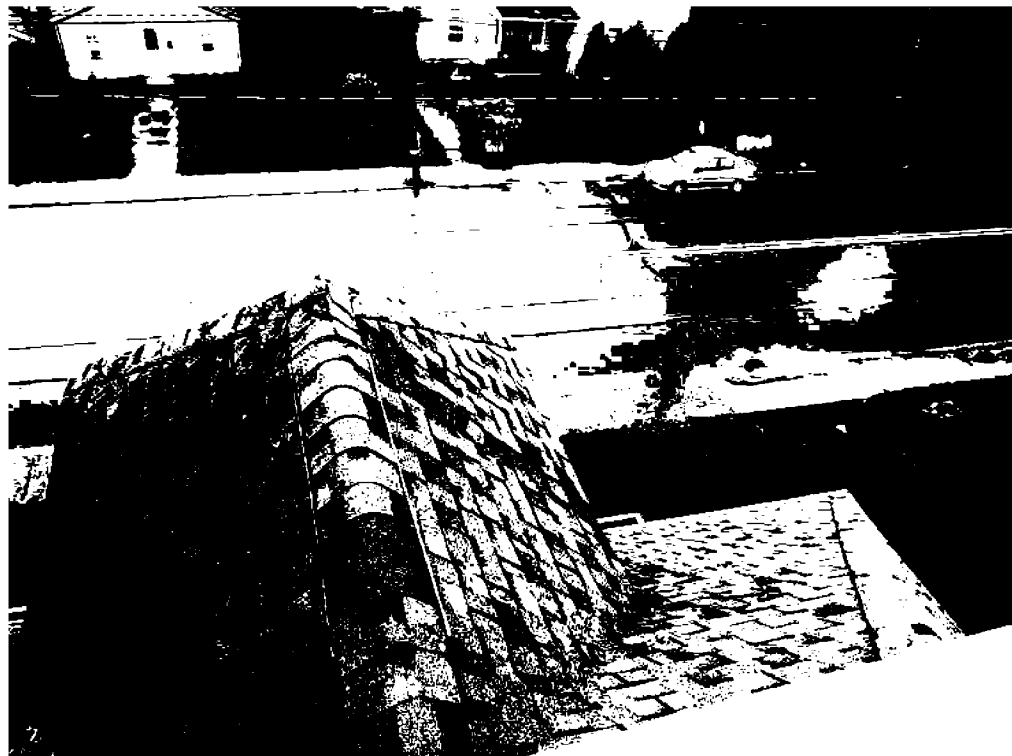


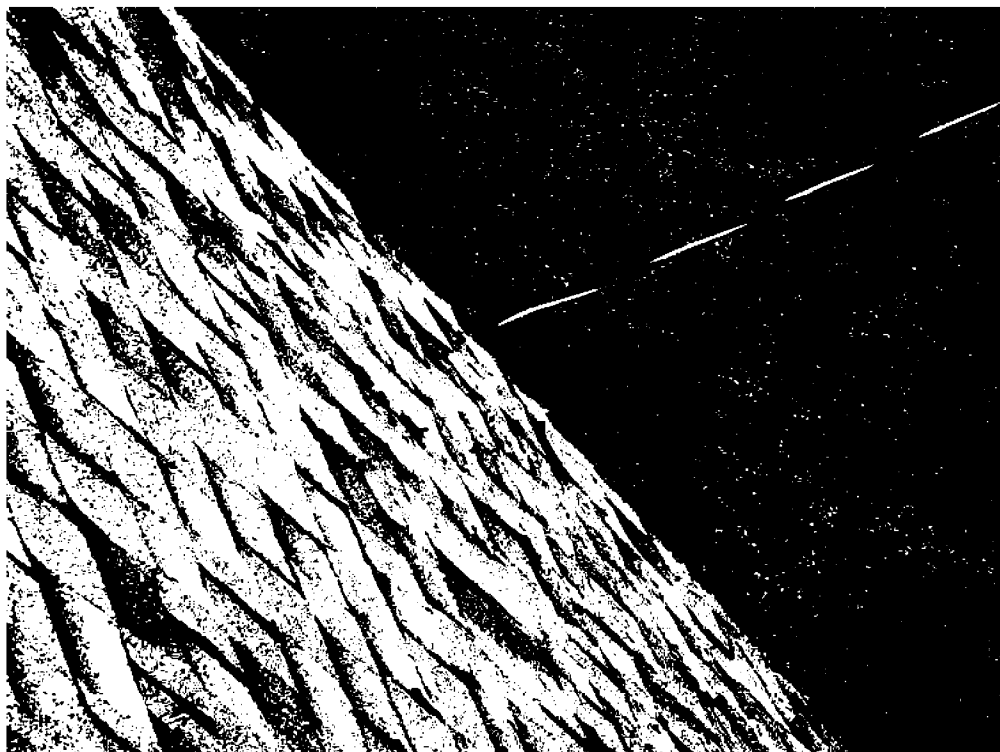
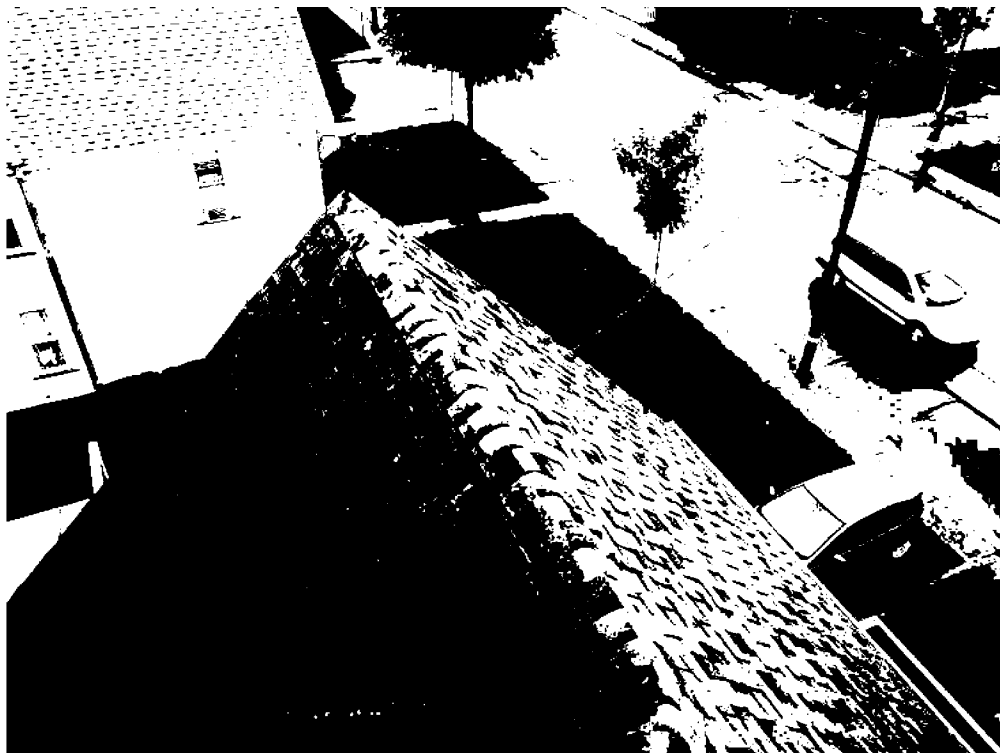












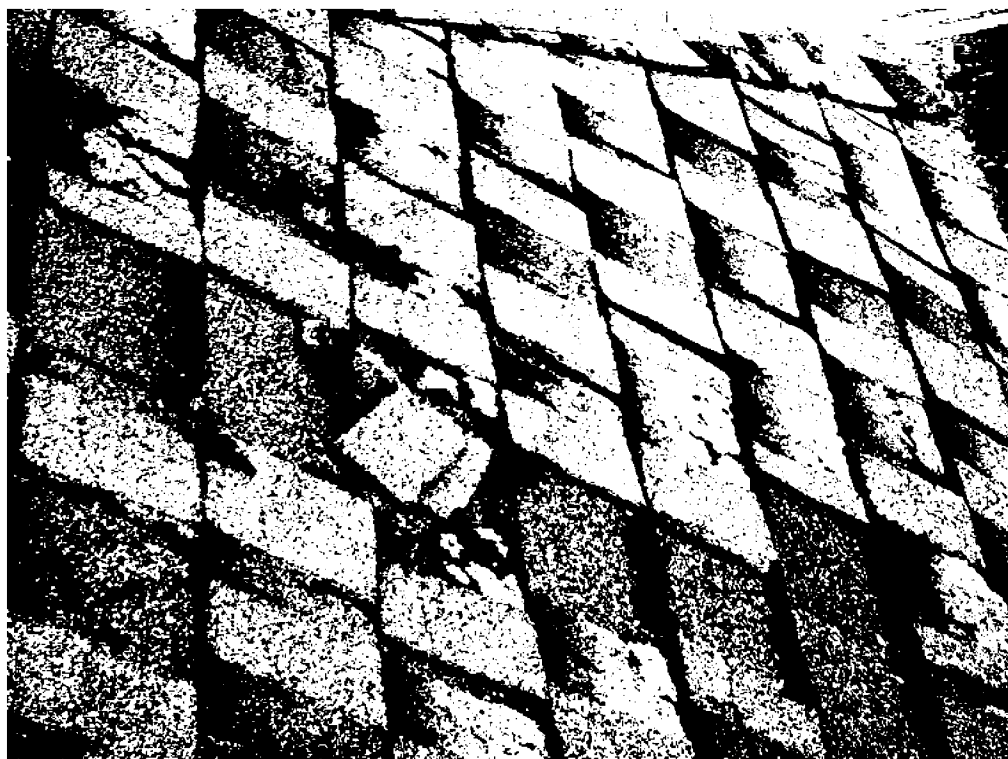








Exhibit B


INDUSTRIES, INC.

Asphalt Shingle Limited

WARRANTY

Type of Shingle (check one)	Warranty Period	Reduction Figure
<input type="checkbox"/> CHATEAU	30 YRS. (360 MOS.)	1/360
<input type="checkbox"/> CAMBRIDGE	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> RENAISSANCE XL	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> ROYAL VICTORIAN	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> ARISTOCRAT	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> GENTRY/MARATHON 25	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> ULTRA LOCK	25 YRS. (300 MOS.)	1/300
<input type="checkbox"/> AM ARMOUR SEAL (SUPERPLUS)	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> ARMOUR LOCK	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> IMPERIAL GLASS	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> IMPERIAL SEAL	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> NEW ENGLANDER	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> TOTAL	20 YRS. (240 MOS.)	1/240
<input type="checkbox"/> ARMOUR TITE	15 YRS. (180 MOS.)	1/180

IKO Industries, Inc., subject to the conditions and limitations listed herein, warrants to the original consumer-purchaser that the above shingles are free from manufacturing defects that result in leaks. This warranty begins at the time of completion of installation, and shall run for the length of time specified above, for the particular shingle.

A) During the first five (5) years after completion of installation of IKO Chateau, Cambridge or Renaissance XL shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or repairs of defects within these materials.

After the first five (5) years from completion of installation, IKO's maximum liability towards repairs or replacement shall be a pro-

rated amount of the reasonable replacement material cost only (exclusive of labor). This pro-rated amount is figured by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

B) During the first three (3) years after completion of installation of IKO Imperial Seal, Armour Seal, Imperial Glass, New Englander, Superplus, Total, Armour Lock, Ultra Lock, Armour Tite, Gentry, Aristocrat, or Royal Victorian shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or repairs of defects within these materials.

After the first three (3) years from completion of installation, IKO's maximum liability towards repairs or replacement shall be a pro-rated amount of the reasonable replacement material cost only

ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE EXCLUDED AS A MATTER OF LAW, ANY SUCH IMPLIED WARRANTY, INCLUDING MERCHANTABILITY AND FITNESS, IS LIMITED TO THE DURATION OF THIS WARRANTY.

Some states do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty extends only to shingles sold, applied and domiciled within the United States.
(Please refer to reverse face for remainder of warranty and limitations.)

LIMITED WIND RESISTANCE WARRANTY

IKO warrants its shingles for the initial 5 years of service against wind blow-off damage due to wind velocities, including "Gusts," up to a maximum of fifty-four (54) MPH (Beaufort Scale #9). In the event that it is proven there has been wind damage from winds up to 54 m.p.h. to such shingles, IKO will furnish similar shingles necessary for replacement for damaged shingles. Our five (5) year limited wind warranty does not cover the labor costs for the removal of damaged shingles or the application of the replacement shingles.

Any costs in excess of IKO's liability shall be the homeowners liability. Homeowners should pursue such claims through their homeowner insurance.

NOTIFICATION

Claims pursuant to this Limited Warranty must be filed within thirty (30) days of discovery of the alleged defect in the following manner:

- a. Contact IKO Quality Services toll-free at 1-800-433-2811.
- b. Furnish the information as requested by the Quality Services representative.
- c. Complete and sign the Home Owner Inquiry Survey sent to you by Quality Services. At your own expense, return the Home Owner Inquiry Survey including all of the following:
 - (1) Proof of Purchase indicating the IKO product involved.
 - (2) The required number of pictures.
 - (3) Two full sample shingles.
 - (4) The completed and signed forms.
- d. Provide access to the IKO products in question for the purpose of investigation if requested.

IKO will, within approximately sixty (60) days of receipt of the completed Home Owner Inquiry Survey, evaluate the claim and respond according to any obligation as may be imposed by the Limited Warranty as a result of such an evaluation. Any claimed defect for which notice is not received by IKO within the applicable warranty period is not covered by this warranty.

LIMITATIONS

1. IKO will have no liability under this warranty for:

- A) Any damage to the shingles caused by improper application of the shingles or shingles not applied according to IKO printed application instructions.
- B) Any variation in color or shading.
- C) Any damage to the interior or exterior of any building or to any property contained therein.
- D) Any damage caused by Acts of God, including lightning, gale (except of the extent listed in the Limited Wind Resistance Warranty), hailstones, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof or any other causes except ordinary wear and tear by the elements.
- E) Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building or failure in the materials used as a roof base or by traffic on the roof.
- F) Any damage if the roof is altered after initial installation of the shingles, whether any such alteration is by structural

additions, changes, or replacements or equipment installations (including without limitations, aerials, signs, water towers, fan housings, air conditioning equipment, television antennas and sky lights).

- G) Any costs incurred for repair or replacement not authorized in writing by IKO.
- H) Any damage caused by any cause other than a manufacturing defect.
- I) Any discoloration due to the presence of mold, mildew, fungus, algae or pollutants.
- J) Any damage caused by inadequate attic ventilation. Ventilation must meet minimum requirements set by FHA or local building codes.

2. All shingles which contain a factory applied self sealing strip must be subjected to direct sunlight for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight or which are not exposed to adequate surface temperatures may never seal. Damage to the factory applied self sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. If any shingles which have been exposed to adequate temperatures and direct sunlight contain heat activated self sealing strips which fail to activate during the first year after application, IKO will have no liability under this warranty for such defects unless proper written notification has been made and IKO has been allowed the opportunity to hand seal any non-sealed shingles at its own expense.

3. In all cases, replacement shingles are warranted only for the remainder of the original shingles warranty.

4. IKO reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the original consumer-purchaser and shall not be liable to the original consumer-purchaser as a result of this modification or discontinuance.

5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty which is effective as of May 15, 1993, is NOT TRANSFERABLE. It is extended to and may be enforced only by the original purchaser/consumer (original purchaser of the building to which the IKO shingles are applied). No action for breach of this limited warranty shall be brought later than one year after any cause of action has accrued.

6. THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

THIS IS THE ONLY WARRANTY IKO GIVES, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IKO WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE SHINGLES, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON.

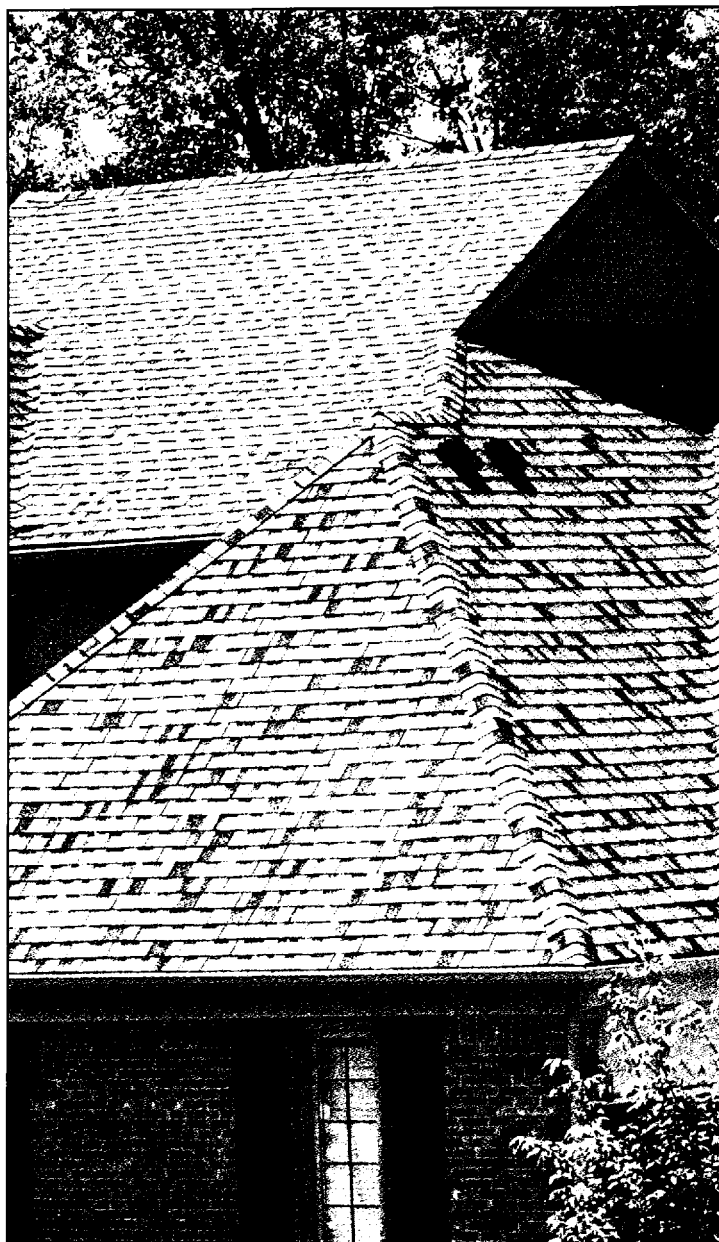
Contractor Signature _____

Date of Installation _____

RENAISSANCE[®] XL



IKO RENAISSANCE[®] XL, a premium, architectural, "Slate Look", organic, asphalt shingle made from the superior raw materials, rigid quality control standards and a patented (Pat. # 5,186,980) manufacturing process. **IKO RENAISSANCE[®] XL** provides traditional organic shingle performance with a 25 year limited warranty. This heavyweight organic shingle offers greater resistance to cracking, tearing and splitting while providing an "Old World" slate roof appearance. **IKO RENAISSANCE[®] XL performance characteristics include:** tear strength values which exceed industry specifications; effective resistance to blow-offs, ease of application in all weather conditions.

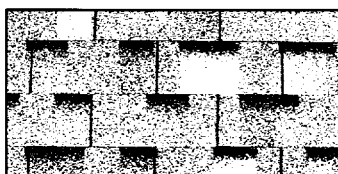


ASTM D 225 Type III Length 39 3/8"
 ASTM D 3161 Width 13 1/4"
 ASTM E 108 Exposure 5 5/8"
 F.M. Listed Class "C" Weight 247 lbs./sq. (approx.)
 for fire resistance Coverage 33.8 sq. ft./bdle.

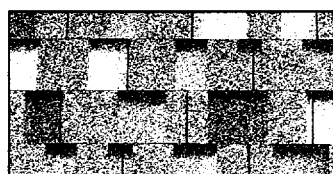
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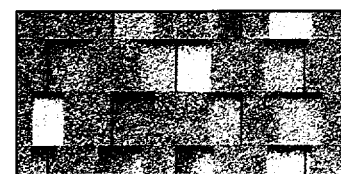
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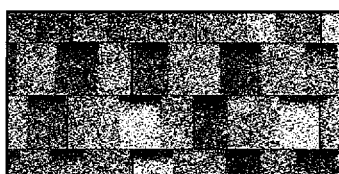
Blue Slate



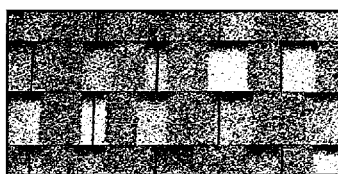
Cathedral Slate



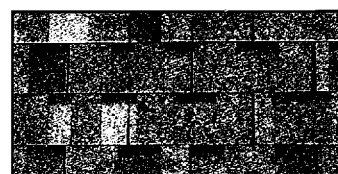
Harvest Slate



Taupe Slate



Grey Slate



Green Slate

For more information about RENAISSANCE XL contact your local roofing distributor or call IKO at 1-800-441-7296. IKO, 120 Hay Road, Wilmington, DE 19809

Note: Shingle colors shown are as accurate as modern printing processes allow. To ensure satisfaction please make final color selection from actual shingle samples.

REN XL 1/94

Exhibit C



September 15, 2012

Sam Walter & Becky Walter
210 W Main St
Youngsville, PA 16371

Claim #. 2012-0814-1001

Dear Mr. Walter & Mrs. Walter,

This letter is in response to your concern regarding the IKO shingles you have purchased (the "Original Shingles").

Enclosed is our Goodwill Release of Warranty (the "Goodwill Release"). Kindly sign it where indicated and return it to us within thirty (30) days of the dated letter. Upon our receipt of the Release we will authorize the payment of \$355.94 to you for 78 bundles. As this payment is a reimbursement for the original shingles, any warranties are no longer applicable, and therefore there are no claims available to you which may arise in the future with regard to the original shingles.

We thank you for your business and we hope we can be of service to you in the future. If you have any questions or concerns, please contact a Warranty Claims Representative by calling 800-433-2811, Monday through Friday 8:00am to 5:00pm Central Standard Time, by email at productconcerns.us@iko.com or via U.S. Mail.

Sincerely,

The Warranty Services Department

Enc: 1995 Warranty

Tonya - Warranty Claims - 800-433-2811
To cover the work to remove shingles

\$150 - TO REMOVE SAMPLE SHINGLES + REPAIR PLUS COPY OF BILL FROM YOUNGSVILLE
 HARDWARE FOR \$14.59 TO SEND YOU PICTURES AND ROOFING SAMPLES VIA UNITED
 PARCEL SERVICE. TOMMYA OF WARRANTY CLAIMS TOLD ME TO SEND GIBSON'S
 BILL AND YOU WOULD ADD THAT TO
 SETTLEMENT AND I'M HOPING YOU WILL
 COVER THE U.P.S. CHARGE.



INDUSTRIES INC.

GOODWILL RELEASE

THANK YOU, SAM WALTERS

WHEREAS, the undersigned Sam Walter & Becky Walter purchased asphalt shingles (the "Original Shingles") distributed by IKO Industries Inc., a Delaware corporation (the "Corporation"), which were installed on the roof of building owned by the undersigned at 210 W Main St., Youngsville, PA; and

WHEREAS, the undersigned has expressed dissatisfaction with the Original Shingles and requested that the Corporation make a cash payment to the undersigned pursuant to the terms of the Limited Warranty; and

WHEREAS, the Corporation has agreed to reimburse the undersigned with a cash payment and the undersigned has agreed to accept the same in full satisfaction of their claims; and

WHEREAS, it is expressly understood and agreed that this settlement between the undersigned and the Corporation represents the compromise of a disputed claim, and that the action of the Corporation is not to be construed as an admission of liability and shall not be admissible as evidence or admission of liability or wrongdoing.

NOW, THEREFORE, in consideration of the sum of Three Hundred Fifty Five Dollars and 94/100 (\$355.94) by and on behalf of the Corporation, THE UNDERSIGNED, ON BEHALF OF THE UNDERSIGNED AND THEIR HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED, DOES HEREBY RELEASE AND FOREVER DISCHARGE THE CORPORATION, THE MANUFACTURER OF THE SHINGLES, AND THEIR PREDECESSORS, SUCCESSORS, AFFILIATES, SUBSIDIARIES, PAST AND PRESENT OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, AND ASSIGNS (TOGETHER REFERRED TO AS "IKO"), FROM (i) ANY AND ALL CLAIMS, CAUSES OF ACTION, AGREEMENTS, PROMISES, DAMAGES AND DEMANDS (TOGETHER REFERRED TO AS "CLAIMS"), OF ANY KIND OR NATURE WHATSOEVER, IN LAW OR IN EQUITY WHICH THE UNDERSIGNED EVER HAD OR NOW HAS AGAINST IKO OR WHICH THE UNDERSIGNED HEREAFTER MAY HAVE BY REASON OF THE MANUFACTURE, SALE OR INSTALLATION OF THE ORIGINAL SHINGLES BY IKO, WHETHER ARISING UNDER ANY EXPRESS, IMPLIED, CONTRACTUAL OR STATUTORY WARRANTY OR OTHERWISE; AND (ii) ANY AND ALL CLAIMS THAT THE ORIGINAL SHINGLES CAUSE OR CONTRIBUTE TO ANY FAILURE OF A NEW ROOF.

The undersigned has executed this Release as of 18 NOV 2012

X [Signature]
 (signature)

SAMUEL C WALTERS
 (printed name)

X Bebecca A. Walters
 (signature)

REBECCA A WALTERS
 (printed name)

Claim #: 2012-0814-1001



IKO INDUSTRIES INC.

December 10, 2012

Sam Walter & Becky Walter
210 W Main St
Youngsville, PA 16371

Claim #: 2012-0814-1001

Dear Mr. Walter & Mrs. Walter,

This letter is in response to your concern regarding the IKO shingles you have purchased (the "Original Shingles").

This release supercedes the release dated 9/15/2012

Enclosed is our Goodwill Release of Warranty (the "Goodwill Release"). Kindly sign it where indicated and return it to us within thirty (30) days of the dated letter. Upon our receipt of the Release we will authorize the payment of \$355.94 to you for 78 bundles and \$50.00 to you for your sample reimbursement, for a total payment of \$405.94. As this payment is a reimbursement for the original shingles, any warranties are no longer applicable, and therefore there are no claims available to you which may arise in the future with regard to the original shingles.

We thank you for your business and we hope we can be of service to you in the future. If you have any questions or concerns, please contact a Warranty Claims Representative by calling 800-433-2811, Monday through Friday 8:00am to 5:00pm Central Standard Time, by email at productconcerns.us@iko.com or via U.S. Mail.

Sincerely,

The Warranty Services Department

Enc: 1995 Limited Warranty

235 W. SOUTH TEC DR. • KANKAKEE, IL 60901-8426 • 1-(800) 433-2811 or (815) 802-3182 • FAX (815) 937-5695

Exhibit D

2555 Penna. Ave. West
(1 1/2 mi. W on US 62 at Preston Ave.)
Warren, PA 16365-3620
Phone: 814/723-1371

Name Samuel Walters Date 6/1/95

Address 202 W. Main St

CUSTOMER COPY Walters 6/1/95 Salesman Steve

Quantity	DESCRIPTION	PRICE	AMOUNT
31	C 416 Wh # vents	1.74	55.40
2	C 816 vents	1.74	3.48
4	10 502 L u spec	1.74	7.56
1	402 term no 5	-	1.44
1	402 term no 5	-	1.44
			69.61
		1.00	4.18
			73.79
VENTS ETC FOR EAVES			
Paid by Cash	Paid by Check No. <u>381</u>	Paid by <input type="checkbox"/> VISA/MC <input type="checkbox"/> CARTER	

CUSTOMER RELATIONS: (216) 673-6100
601 TALLMADGE RD. - KENT, OH 44240

No. 09904 -95

CUSTOMER COPY

DO NOT LOAD FROM THIS TICKET

GIBSON'S HOME IMPROVEMENTS
161 POPLAR ST.
YOUNGSDALE, PA 16371
814-563-4391

TOTAL ROOFING JOB COST 2567

CUSTOMER'S ORDER NO. PHONE 563-4791	DEPT.	DATE 5/19/95
NAME MR & MRS SAM WALTERS		
ADDRESS 202 W. MAIN ST YOUNGSDALE PA 16371		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RETD.	PAID OUT
QUAN	DESCRIPTION				PRICE	AMOUNT
1	TOTAL ROOFING JOB COST					5605.50
2	TOTAL FOR 1 VENT I HATCHWAY					28.65
3	TOTAL RIDGE VENT COST					106.50
4						
5	TOTAL JOB COST					5740.73
6						
7	CREDIT PLYWOOD (TALLMADGE) -					113.43
8						
9	BALANCE					5627.30
10						
11	PAID 5/10/95					- 2900.00
12						
13	BALANCE DUE					2727.30
14						
15	PAID 5/19/95					2727.30
16						
17	BALANCE DUE					- 0 -
18						

REC'D BY

REDIFORM
5L320/01320

KEEP THIS SLIP
FOR REFERENCE

CARTER Lumber PA #62-7**CHARGE SALES ONLY**

2555 Pennsylvania Ave., West
 (1-1/2 mi. W. on US 62 at Preston Ave.)
 Warren PA 16345-3620
 Phone: 814/725-1371

7

12549

SALESMAN

CUSTOMER COPY

DATE
5/8/95

CUSTOMER No.
7084

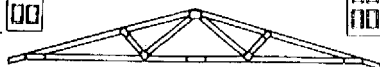
SOLD TO:
Gibson Home Improvement
161 Poplar St.
Youngsville Pa.

DELIVER TO:

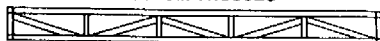
QUANTITY	ITEM	PRICE	AMOUNT
26	sq. Gray Slate 1KO Renaissance XL Shingles	3609	938 34
23	10' white wide drip Edge	379	87 17
12	11oz Roof Cement	129	15 48
4	CR505 Mocco.	240	9 96
6	rolls Ice Buster	4590	275 94
2	White half lap	1389	27 78
1	sq. Cold process	—	15 99
1	Roof brush	—	2 59
2	11oz white silicone	349	6 98
82	1/2 3ply CDX	1189	974 98
1	S8d Bristle	—	21 00



THERMATRU DOORS



CUSTOM TRUSSES



TERMS

NET

DUE 10TH OF MONTH FOLLOWING PURCHASE.
 1 1/2 % SERVICE CHARGE WILL BE ADDED TO
 PAST DUE AMOUNT.

SUBTOTAL

2376 21

SALES TAX

142 58

TOTAL

2518 79

CUSTOMER COPY - DO NOT LOAD FROM THIS TICKET

Exhibit E

GIBSON'S HOME IMPROVEMENTS

EST. 1980

BRADLEY M. GIBSON

161 POPLAR ST.

YOUNGSVILLE, PA 16371

PHONE (814)-563-4391

HIC Registration # PA 021258

EPA Renovator # NAT-RV-1-19046-

1-EN 10-1887 (lead certified)

INSURANCE COVERAGE

LIABILITY

WORKERS COMPENSATION

STATE FARM

POLICY # 98-BJ-K957-5

ED LOUTZENHISER

PHONE - (814)-723-6796

To:

Mr. & Mrs. Sam Walters

210 West Main St.

Youngsville, PA 16371

Phone - 563-9791

We are pleased to submit the following bid 8/13/12

Job description: To re-roof your house.

Estimate includes: All material, labor & disposal costs. The delivery of all materials. We will remove, clean up & dispose of all the existing roofing materials. We will install new white aluminum drip edge on all edges of the roof. We will install new rubber ice & water guard on all bottom edges of the roof 3' up & in all of the valleys. We will install new titanium roofing paper (vapor barrier) on all of the roof not covered by the new rubber ice & water guard. We will install a new roof drain vent cover. We will install new 30 year architectural roofing shingles with galvanized roofing nails. We will clean up & dispose of all job debris.

Estimate does not include: The re-roofing of your front porch roof, your garage roof, the back lower roof on your house or the flat top roof on your house. The replacement of any roof flashing (we will inspect but it is new enough that it should be in good condition). Any material or labor costs to replace any damaged roof sheathing we may find after we have removed the existing roofing materials.

TOTAL ESTIMATED JOB COST

\$4,750.00

Thank you!

Bradley M. Gibson

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) _____

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) _____

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44AREVISED June, 2009
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

PART A

This case belongs on the (Erie Johnstown Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in _____ County and that the _____ resides in _____ County.

PART B (You are to check ONE of the following)

1. This case is related to Number _____. Short Caption_____.
2. This case is not related to a pending or terminated case.

DEFINITIONS OF RELATED CASES:

CIVIL: Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit
EMINENT DOMAIN: Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

HABEAS CORPUS & CIVIL RIGHTS: All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

PART C

I. CIVIL CATEGORY (Place **x** in only applicable category).

1. Antitrust and Securities Act Cases
2. Labor-Management Relations
3. Habeas corpus
4. Civil Rights
5. Patent, Copyright, and Trademark
6. Eminent Domain
7. All other federal question cases
8. All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9. Insurance indemnity, contract and other diversity cases.
10. Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

Date: _____

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH ÔŠPRU MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.