

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

IN RE: MI WINDOWS AND)
DOORS INC. PRODUCTS)
LIABILITY LITIGATION)
_____)

MDL No. 2333
No. 2:12-mn-00001-DCN

PLAINTIFFS' NOTICE OF FILING

I, Justin Lucey, Esquire, hereby provide notice of filing the following on February 26, 2015 (Docket No. 224): Additional Attachments (Exhibit C - Claim Forms) to Main Document [215] First Motion for Settlement (Preliminary Approval) and Notice Plan.

Respectfully submitted,

/s/ Justin Lucey
Justin Lucey
JUSTIN O'TOOLE LUCEY, PA
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Mt. Pleasant, SC 29464
843-849-8400
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Raleigh, NC 27603
919-600-5002
Email: dan@wbmlp.com

Counsel for Homeowner Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent via U.S. first class mail to those indicated as non-registered participants, this 26th day of February 2015.

/s/ Justin Lucey

MIWD WINDOWS CLAIM FORM

Fill out the following Claim Form as completely as you can and upload it at www.miwdtapeglazedwindowsettlement.com. Or, you can complete the online Claim Form at www.XXXXXX.com, or send a printed copy to the following address:

XXXXXX v. M.I. Windows and Doors, Inc.
 Claims Administrator PO Box _____
 City, State, Zip

Each Class Member making a Claim must submit a separate Claim Form (unless you own the residence/structure jointly).¹ Please do not send original documents with your Claim Form. Any documents submitted to the Claims Administrator will not be returned to you. **IT IS IMPORTANT THAT YOU TRY TO ANSWER ALL QUESTIONS AS FULLY AND ACCURATELY AS POSSIBLE.**

You must complete and return the applicable portions of the Claim Form by the following deadlines:

Class:	Compensation for:	Deadline:
<i>Homeowners with covered leaks and consequential window damage (Class A)</i>	Up to \$2,500 plus repairs or window (sash) replacement	<i>Month, Day, 2015</i>
<i>Homeowners with residue lines on sashes but no adjacent staining or damage (Class B)</i>	Window sash replacement or repair at MIWD option	<i>Month, Day, 2015</i>
<i>Homeowners who have paid for repairs previously (Class C)</i>	Up to \$1,250 with proof of payment (in addition to above compensation)	<i>Month, Day, 2015</i>

This Claim Form requires the submission of well-lighted, color photographs and other documentation to substantiate your Claim. To avoid the expense of printing and shipping photographs, you may use the online Claim Form and submit your photographs electronically. The online Claim Form can be completed in stages, and it will save your work until completed.

I. IDENTIFICATION OF PERSON SUBMITTING THIS FORM AND AFFECTED PROPERTY

First Name	MI	Last Name

Email

Address of Property with MI Windows

City	State	ZIP Code

Phone Numbers

¹ You may obtain extra copies by contacting the Claims Administrator at the following telephone number (xxx) xxx-xxxx or email address info@xxx.com. You may also download a Claim Form at the settlement website at miwdtapeglazedwindowsettlement.com. If you need additional space to complete this form, please attach additional pages and clearly identify by question number which question you are answering on your attached pages.

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The Claims Administrator will communicate with you by email, unless you prefer to be contacted by U.S. mail. Check here ONLY if you prefer to be contacted by U.S. mail. Yes, please use U.S. Mail.

II. CLAIM INFORMATION

1. Type of Affected Property:

- 1. Single family
- 2. Apartment
- 3. Condo
- 4. Commercial
- 5. Other

Describe _____

2. How many MIWD Window(s) are in the Affected Property? □□□□

- 3. Please attach a copy of the deed, mortgage statement, tax bill, or other documentation that shows that you own the Affected Property.
- 4. If you live in a condominium, co-op, or other multi-family structure, attach a copy of the declaration of condominium, assignment, or similar documentation that shows that you (as opposed to another person or some other entity) are responsible for the MIWD Windows in the Affected Property.

III. IDENTIFICATION OF THE WINDOWS AS BEING MANUFACTURED BY MI WINDOWS (MIWD):

This Settlement covers MIWD Windows manufactured between July 1, 2000 and March 31, 2010.

- 1. Provide proof that your Windows were manufactured by MIWD. There are several ways to do this:
 - A. Submit a well-lighted, color photograph of an MIWD product identification label for each Window for which you are seeking relief;
 - i. Many MIWD Windows can be identified by a white warranty label or an AAMA Label (“Identification Labels”). On AAMA labels (sometimes gold or silver), MIWD is identified as the manufacturer (“Mfg”) by the abbreviation of its prior name “MTL” (Metal Industries) or “BB” (Betterbuilt). Sample photographs of Identification Labels are available on the settlement website.
 - B. If you cannot find an Identification Label on a Window for which you are seeking relief, attach the below well-lighted, color photographs for each of those Windows as set forth in the exemplar photos available on web site at www.miwdtapeglazedwindowsettlement.com. Additionally, the Claims Administrator will send you a copy of the exemplar photos if requested.
 - i. For single and double hung windows, include up to four close up, interior photographs as identified in the photo exemplars.
 - ii. For horizontal sliding windows, include three close up, interior photographs as identified in the photo exemplars.
 - iii. For casement/awning windows, include three close up, photographs as identified in the photo exemplars.
 - iv. For non-operable windows, include three close up, photographs as identified in the photo exemplars.
 - C. In addition to providing the above Window photographs, the Claims Administrator may consider any other proof as to the product identification of these Windows, including, e.g., an invoice, a signed statement from your contractor on his letterhead or in an affidavit, a prior written affirmation

from MIWD, the labels on other, identical Windows in your home or information provided by the order number on warranty labels or other Windows. You may submit these with your original claim or wait to see if the photographs prove dispositive and then appeal to the Appeal Adjudicator if you are not satisfied with the decision..

- Set forth below either the date the Windows were installed, the date your residence was completed, or what you believe to be the approximate age of the Windows and the basis for your belief:

[**date box**] [**date explanation**]

If available, attach relevant documentation identifying the date on which your home was constructed or purchased (e.g., a certificate of occupancy, a contract).

IV. WINDOW NUMBERING

- In order to efficiently administer the Claims Program, assign a unique number to each MIWD Window for which you are making a Claim (e.g., #1, #2, #3, etc.) by listing it below and then using the assigned number as the Identification Number to refer to that particular Window in this Claim Form and for the numbering of your photographs:

Window Number	Room/Location	Window Number	Room/Location
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

- If you are submitting your Claim Form by mail, write the number assigned to the MIWD Window identified in the photograph, on the back of each photograph.
- If you are submitting your Claim Form electronically, follow the instructions on the webpage for numbering the photographs.

Window Leak and Water Damage Information

See website for examples of the below leak or water damage conditions.

Below you are asked to list the Windows for which you are making Claim in separate categories depending upon the leak condition (“Identifiable Condition” as defined in the Settlement Agreement) present and the degree of associated Consequential Water Staining or Consequential Water Damage, if any:

V. Visible Residue Lines

If there is a **Visible Residue Line** (often black, brown, or sandy) above or below the lift handle on the sash, list the Window Number(s) where this Condition is present in combination with each of the below conditions:

- 1. If there is a **Visible Residue Line and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

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- 2. If there is **Visible Residue Line and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

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- 3. If there is **Visible Residue Line and No Consequential Water Staining or Consequential Water Damage**, list the Window Number(s) here where this Condition is present:

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- 4. If you listed any Windows in response to Questions 1 or 2 above, and your Claim otherwise qualifies, you are eligible for a free replacement sash for those Windows listed. **Complete the Sash Measurement Form(s) for each Window identified .**

- 5. If you listed any Windows in response to Questions 1 or 2 above, and your Claim otherwise qualifies, **you may purchase** a New Sash at \$35 per sash (inclusive of shipping) for any of the Windows listed in response to Question 3 above (\$35 is at or below MIWD’s cost to manufacture and ship). For each additional Window listed in response to Question 3 above for which you would like to purchase a New Sash, **complete the Sash Measurement Form for each additional New Sash.**

6. MIWD’s Sash Measurement Form is attached hereto and available at www.miwdtapeglazedwindowsettlement.com .

VI. Stained, Leaking, or Open Upstand Leg Joints (bottom corners of the Windows)

If there is a **Stained, Leaking, or Open Upstand leg joint** at the bottom corners of the Window, list the Window Number(s) where this Condition is present in combination with each of the below conditions:

- 1. If there is a **Stained, Leaking, or Open Upstand leg joint and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

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- 2. If there is **Stained, Leaking, or Open Upstand leg joint and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

□□ □□ □□ □□ □□ □□ □□ □□ □□ □□ □□ □□ □□

- 3. If there is **Stained, Leaking, or Open Upstand leg joint and No Consequential Water Staining or Consequential Water Damage**, list the Window Number(s) here where this Condition is present:

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VII. Picture, Fixed, or Other Non-Operable Windows

If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window**, list the Window Number(s) where this Condition is present in combination with each of the below conditions:

1. If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

2. If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

3. If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window and No Consequential Water Staining or Consequential Water Damage**, list the Window Number(s) here where this Condition is present:

VIII. Leaks at Mullions (where two or more Windows are joined together in the same Opening):

If there is a **Leak at the Mullion** (the intersection where two or more Windows are joined together in the same Opening), list the Window Number(s) where this Condition is present in combination with each of the below conditions:

1. If there is a **Leak at the Mullion and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

2. If there is **Leak at the Mullion and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

3. If there is **Leak at the Mullion and No Consequential Water Staining or Consequential Water Damage**, list the Window Number(s) here where this Condition is present:

PICTURES NEEDED TO DOCUMENT YOUR CLAIM

Photographs are needed to verify your Claim. The required photographs are detailed further below. All photographs and videos must be well-lighted and in color. An illustration of each type of required photograph is available on the settlement website.

There are several different types of photographs required. Generally, photographs (or videos) are required to: 1) identify the home for which a Claim is being made; 2) to document the side of the residence or structure (both will

be referred to as “residence” for the remainder of this form) for which a Claim is being made; 3) to show the leaking or compensable window condition; 4) to show the damages that have resulted from the leaking; and, as previously addressed; 5) to confirm that MIWD was the manufacturer of the windows used in your residence.

Photographs should be taken with sufficient light so that the photograph adequately portrays the necessary information. Further information on these photographs follows. Remove/pull back any objects which block the view of the Window or the wall above, below, or 12 inches to either side of the Window (e.g., furniture, belongings, blinds, curtains, other window treatments, plants, etc.).

IX. GENERAL PHOTOGRAPHS:

1. Please attach a photograph showing the Affected Property’s street number or address, such as a photograph of a mailbox with the Affected Property in the background or street number signage on the Affected Property.
2. Attach an exterior photograph of every side (elevation) of the residence (including front and back) which contains a Window for which a Claim is being made and indicate the Identification Number of each affected Window on the photograph(s).

X. PICTURES OF EACH WINDOW UPON WHICH A CLAIM IS BEING MADE (All Pictures Must Bear the Window Identification Number Described Above)

1. Attach an interior well-lighted, color photograph of the Window and surrounding wall from the floor to the ceiling;
2. Attach the well-lighted, color photograph of the Identification Label or interior, well-lighted, color, close up photographs (as described above) showing that the Window was manufactured by MIWD.
3. Attach an interior, well-lighted, color, close up photograph of the leak condition (the “Identifiable Condition” as defined in the Settlement Agreement – Visible Residue Line, Upstand Leg Joint, Glazing Leak, or Mullion Leak); a product identification photograph which clearly shows the Identifiable Condition may be used for both purposes;
4. For each of the Windows that you listed in Sections V through VIII above as having Consequential Water Damage or Consequential Water Staining (Questions 1 and 2), attach a well-lighted, color, close up photograph of any Consequential Water Staining or Consequential Water Damage.
 - A. Please provide the Claims Administrator with a sufficiently clear well-lighted, color photograph or a video to demonstrate the existence of the claimed Consequential Water Staining or Consequential Water Damage. If you wish, you may provide more than one photograph evidencing the Identifiable Condition, Consequential Water Staining or Consequential Water Damage, all as defined in the Settlement Agreement to ensure that it is well documented to the Claims Administrator.
 - B. For any Consequential Water Staining or Consequential Water Damage that either starts more than several inches away from the Window itself (not the opening) or extends more than eight inches beyond the Window sill itself, include a tape measure in the damage photograph showing the distance that the damage starts and extends away from the Window sill. For any Visible Residue Line, include a tape measure in the photograph showing that the total length of the Visible Residue Line is 4 inches or more (if not clear from the photograph).

MONETARY DAMAGES

XI. MONETARY DAMAGES FOR CONSEQUENTIAL WATER STAINING OR OTHER DAMAGE

FOR THE WINDOWS YOU IDENTIFIED IN SECTION V-VIII ABOVE, AS HAVING CONSEQUENTIAL WATER STAINING OR OTHER DAMAGE (SUB QUESTIONS 1 AND 2), YOU MAY BE ENTITLED TO A DAMAGE PAYMENT AS FOLLOWS:

1. \$250 payment: If you have Consequential Water Staining at up to two (2) separate Openings.
2. \$500 payment: If you have Consequential Water Staining at three (3) or more separate Openings, or a single Window with Consequential Water Damage resulting in Degradation of Building Materials (damage) that are within eight (8) inches of the MIWD Window sill.
3. These first two levels of compensation will be calculated by the Claims Administrator on the Windows you identified in Sections V through VIII above based upon the photographs you are already submitting.

XII. MONETARY DAMAGES FOR EXTENSIVE CONSEQUENTIAL WATER DAMAGE

1. Up to \$2,500 payment: If you have the following Extensive Consequential Water Damage, you may be entitled to a Consequential Damage Payment of up to \$2,500:
 - A. A single Window with resulting Degradation of Building Materials (damage) commencing within and extending more than eight (8) inches from the Window sill; or,
 - B. Seven (7) or more Windows with resulting Degradation of Building Materials (damage) within eight (8) inches of the MIWD Window sill.
2. To obtain up to a \$2,500 Consequential Damage Payment, you must submit the following:
 - A. Well-lighted, color Photographic or Video evidence of Consequential Water Damage resulting in Degradation of Building Materials (damage) commencing within and extending more than eight (8) inches from the MIWD Window sill at a single Window, or Consequential Water Damage resulting in Degradation of Building Materials (damage) within eight (8) inches of the MIWD Window sill at seven (7) or more Windows (The photos required in Section X above may already satisfy this requirement; but you may want to submit extra damage photographs to be certain the damage is clear); and
 - B. A repair estimate from a Qualified Contractor (a qualified contractor is a repair person or entity that operates a home repair business and is qualified to operate in their local jurisdiction); and
 - C. Statement from a Qualified Contractor that the Extensive Consequential Water Damage is caused by one of the four leak conditions (the “Identifiable Conditions”) set forth in this Settlement. ²

XIII. Compensation for Prior Repair Expenses (Class C)

WARNING: REIMBURSEMENT CLAIMS FOR PRIOR REPAIRS ARE DUE EARLIER THAN OTHER CLAIMS. THEY ARE DUE MONTH/DAY/YEAR

1. If you have made prior repairs to your home (or structure) as a result of prior leaks in one or more MIWD Windows resulting in Consequential Water Damage prior to the Notice Date of this Settlement (month//day//year), state below how much your prior repairs cost and COMPLETE THE PRIOR REPAIR APPENDIX:

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² A sample Qualified Contractor Causation Statement and examples of Extensive Consequential Water Damage are available in the Claim Form Appendix.

Other Information:

XIV. ADDITIONAL INFORMATION

State any additional information which you believe would be helpful in evaluating this Claim (attach additional pages as needed):

XV. Claims History

1. Have you previously provided MIWD with notice of an issue with your Windows or made a Claim, complaint, or filed a suit against MIWD?

_____ Yes _____ No

2. If yes, MIWD should be able to find this information in its records. If MIWD cannot find this information, the Claims Administrator may email you for further information on a form that has been approved by Class Counsel.

XVI. If Your Mailing Address is Different from the Affected Property Address, please complete below:

First Name	MI	Last Name
Address		
City	State	ZIP Code

XVII. What Happens Next ?

Initial Claim Review. The Claims Administrator will review all Claim Forms received prior to the Claim Deadline and determine if each Claim is complete and includes all required supporting documentation. If your Claim is incomplete or otherwise deficient, the Claims Administrator will notify you and you will have 30 days to “cure” your Claim (from the date notice of your deficient Claim was sent to you). The letter from the Claims Administrator will tell you what you need to do to cure your Claim. If you timely submit supplemental Claim information/materials after a deficiency notice and your claim is still not complete, you will have additional opportunities to cure your Claim but only for ten days after each subsequent notice. The Claims Administrator is only obligated to give two follow up notices (a total of three deficiency notices) for each Claim. Claims that are not cured within the time periods allowed will result in the Claim being denied. If your Claim is denied you will be notified.

An expedited initial claims process for special circumstances (e.g., repairs in process or property subject to a contract of sale) will be available upon Claimant request and subject to the availability of the Claims Administrator.

For some approved Claims, MIWD may ask that an inspection be made (see "Inspections" below).

Decisions/Appeals: If your Claim is complete and received on time, the Claims Administrator will notify you as to whether your Claim has been approved or denied. If your Claim is denied, you will be notified of the process to appeal. MIWD may also appeal the Claims Administrator's decision to approve a Claim.

Timing of Remedy: After the Effective Date of this Agreement, Claim payments shall be made through Epiq within twenty days of final determination. Repairs and sash replacement shall be performed pursuant to the timing and schedule set forth in the Settlement Agreement.

NOTICE TO FUTURE OWNERS

The Undersigned acknowledge(s) and agree(s) to notify any subsequent purchaser of the structure or property described herein that this Claim has been made. The Undersigned also agree(s) to make all such disclosures to subsequent purchasers of the Affected Property or structure as may be required by local, state, or federal law regarding the sale of the structure or property.

CERTIFICATION AND NOTARIZATION

Pursuant to 28 U.S.C. § 1743, I, _____ (print name), hereby certify, under penalty of perjury, under the laws of the United States of America, that the answers and statements made in this Claim Form are true and correct, and all attachments are true and correct copies. .

DATE

SIGNATURE

STATE OF

)

)

SS.:

COUNTY OF

)

Sworn to and subscribed before me this ____ day of _____, by _____, by _____, who appeared before me, and is personally known to me or produced _____ as identification.

Notary:

Notary Public

Print Name:

(NOTARIAL SEAL)

Summary/Recap of Documents Needed

- 1. Proof of ownership**
- 2. Condos/Multi-Unit Projects – Proof of ownership/responsibility for Windows**
- 3. Product Identification: invoice, photo of the MIWD window label, or photos of tilt latch and lock, or other**
- 4. Photo of front of house with focus on address**
- 5. Exterior photo of each side of house containing a claim window**
- 6. As to each window that is part of this claim:**
 - a. Large photo of each window**
 - b. Close up of each leak condition**
 - c. Close up of any resulting damage (stains or more damage)**
 - d. Window number marked on each photograph**
- 7. Sash Measurement Forms For Free Replacement (if applicable)**
- 8. Sash Measurement Forms For \$35 per Sash Replacement (if applicable)**
- 9. For Extensive Consequential Damages:**
 - a. Causation statement by a contractor or other construction professional**
 - b. Repair estimate**
 - c. Optional additional photographs showing the damage**
- 10. Prior Repair Reimbursement Appendix (if applicable)**
- 11. (Epiq to check this list for completeness and accuracy.)**

MIWD WINDOWS CLAIM FORM

Fill out the following Claim Form as completely as you can and upload it at www.miwdtapeglazedwindowsettlement.com. Or, you can complete the online Claim Form at www.XXXXXX.com, or send a printed copy to the following address:

XXXXX v. M.I. Windows and Doors, Inc.
 Claims Administrator PO Box _____
 City, State, Zip

Each Class Member making a Claim must submit a separate Claim Form (unless you own the residence/structure jointly).¹ Please do not send original documents with your Claim Form. Any documents submitted to the Claims Administrator will not be returned to you. **IT IS IMPORTANT THAT YOU TRY TO ANSWER ALL QUESTIONS AS FULLY AND ACCURATELY AS POSSIBLE.**

You must complete and return the applicable portions of the Claim Form by the following deadlines:

Class:	Compensation for:	Deadline:
<i>Contractor/Construction Settlement Class Members with covered leaks and consequential window damage</i>	Can elect either a repair or a Consequential Damage Payment	Month, Day, 2015

This Claim Form requires the submission of well-lighted, color photographs and other documentation to substantiate your Claim. To avoid the expense of printing and shipping photographs, you may use the online Claim Form and submit your photographs electronically. The online Claim Form can be completed in stages, and it will save your work until completed.

I. IDENTIFICATION OF PERSON SUBMITTING THIS FORM AND AFFECTED PROPERTY

1. INDIVIDUALS

First Name	MI	Last Name

Email

Address of Property with MI Windows

City	State	ZIP Code

Phone Numbers

¹ You may obtain extra copies by contacting the Claims Administrator at the following telephone number (xxx) xxx-xxxx or email address info@xxx.com. You may also download a Claim Form at the settlement website at www.miwdtapeglazedwindowsettlement.com. If you need additional space to complete this form, please attach additional pages and clearly identify by question number which question you are answering on your attached pages.

the manufacturer (“Mfg”) by the abbreviation of its prior name “MTL” (Metal Industries). Sample photographs of Identification Labels are available on the settlement website.

- B. If you cannot find an Identification Label on a Window for which you are seeking relief, attach the below well-lighted, color photographs for each of those Windows as set forth in the exemplar photos available on the website at www.miwdtapeglazedwindowsettlement.com. Additionally, the Claims Administrator will send you a copy of the exemplar photos if requested.
 - i. For single and double hung windows, include up to four close up, interior photographs as identified in the website.
 - ii. For horizontal sliding windows, include three close up, interior photographs as identified in the website.
 - iii. For casement/awning windows, include three close up photographs as identified in the website.
 - iv. For non-operable windows, include three close up photographs as identified in the website.
- C. In addition to providing the above Window photographs, the Claims Administrator may consider any other proof as to the product identification of these Windows, including, e.g., an invoice, a signed statement from your contractor on his letterhead or in an affidavit, a prior written affirmation from MIWD, the labels on other, identical Windows in your home or information provided by the order number on warranty labels or other Windows. You may submit these with your original claim or wait to see if the photographs prove dispositive and then appeal to the Appeal Adjudicator if you are not satisfied with the decision..

- 2. Set forth below either the date the Windows were installed, the date your residence was completed, or what you believe to be the approximate age of the Windows and the basis for your belief:

[**date box**] [**date explanation**]

If available, attach relevant documentation identifying the date on which your home was constructed or purchased (e.g., a certificate of occupancy, a contract).

IV. WINDOW NUMBERING

- 1. In order to efficiently administer the Claims Program, assign a unique number to each MIWD Window for which you are making a Claim (e.g., #1, #2, #3, etc.) by listing it below and then using the assigned number as the Identification Number to refer to that particular Window in this Claim Form and for the numbering of your photographs:

Window Number	Room/Location	Window Number	Room/Location
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

VII. Picture, Fixed, or Other Non-Operable Windows

If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window**, list the Window Number(s) where this Condition is present in combination with each of the below conditions:

1. If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

2. If there is a **glazing leak at your Picture, Fixed, or Other Non-Operable Window and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

VIII. Leaks at Mullions (where two or more Windows are joined together in the same Opening):

If there is a **Leak at the Mullion** (the intersection where two or more Windows are joined together in the same Opening), list the Window Number(s) where this Condition is present in combination with each of the below conditions:

1. If there is a **Leak at the Mullion and Consequential Water Damage (as defined in the Settlement Agreement, e.g., which is more than staining to finishes)**, list the Window Number(s) here where this Condition is present:

2. If there is a **Leak at the Mullion and Consequential Water Staining (without further damage)**, list the Window Number(s) here where this Condition is present:

PICTURES NEEDED TO DOCUMENT YOUR CLAIM

Photographs are needed to verify your Claim. The required photographs are detailed further below. All photographs and videos must be well-lighted and in color. An illustration of each type of required photograph is available on the settlement website.

There are several different types of photographs required. Generally, photographs (or videos) are required to: 1) identify the home for which a Claim is being made; 2) to document the side of the residence or structure (both will be referred to as “residence” for the remainder of this form) for which a Claim is being made; 3) to show the leaking or compensable window condition; 4) to show the damages that have resulted from the leaking; and, as previously addressed; 5) to confirm that MIWD was the manufacturer of the windows used in your residence.

Photographs should be taken with sufficient light so that the photograph adequately portrays the necessary information. Further information on these photographs follows. Remove/pull back any objects which block the view of the Window or the wall above, below, or 12 inches to either side of the Window (e.g., furniture, belongings, blinds, curtains, other window treatments, plants, etc.).

IX. GENERAL PHOTOGRAPHS:

1. Please attach a photograph showing the Affected Property’s street number or address, such as a photograph of a mailbox with the Affected Property in the background or street number signage on the Affected Property.

2. Attach an exterior photograph of every side (elevation) of the residence (including front and back) which contains a Window for which a Claim is being made and indicate the Identification Number of each affected Window on the photograph(s).

X. PICTURES OF EACH WINDOW UPON WHICH A CLAIM IS BEING MADE (All Pictures Must Bear the Window Identification Number Described Above)

1. Attach an interior well-lighted, color photograph of the Window and surrounding wall from the floor to the ceiling;
2. Attach a well-lighted, color photograph of the Identification Label or 3 interior, well-lighted, color, close up photographs (as described above) showing that the Window was manufactured by MIWD.
3. Attach an interior, well-lighted, color, close up photograph of the leak condition (the “Identifiable Condition” as defined in the Settlement Agreement – Visible Residue Line, Upstand Leg Joint, Glazing Leak, or Mullion Leak); a product identification photograph which clearly shows the Identifiable Condition may be used for both purposes;
4. For each of the Windows that you listed in Sections V through VIII above as having Consequential Water Damage or Consequential Water Staining (Questions 1 and 2), attach a well-lighted, color, close up photograph of any Consequential Water Staining or Consequential Water Damage.
 - A. Please provide the Claims Administrator with a sufficiently clear well-lighted, color photograph or a video to demonstrate the existence of the claimed Consequential Water Staining or Consequential Water Damage. If you wish, you may provide more than one photograph evidencing the Identifiable Condition, Consequential Water Staining or Consequential Water Damage, all as defined in the Settlement Agreement to ensure that it is well documented to the Claims Administrator.
 - B. For any Consequential Water Staining or Consequential Water Damage that either starts more than several inches away from the Window itself (not the opening) or extends more than eight inches beyond the Window sill itself, include a tape measure in the damage photograph showing the distance that the damage starts and extends away from the Window sill. For any Visible Residue Line, include a tape measure in the photograph showing that the total length of the Visible Residue Line is 4 inches or more (if not clear from the photograph).

MONETARY DAMAGES

XI. MONETARY DAMAGES FOR CONSEQUENTIAL WATER STAINING OR OTHER DAMAGE

FOR THE WINDOWS YOU IDENTIFIED IN SECTIONS V-VIII ABOVE, AS HAVING CONSEQUENTIAL WATER STAINING OR OTHER DAMAGE (SUB QUESTIONS 1 AND 2), YOU MAY BE ENTITLED TO A DAMAGE PAYMENT AS FOLLOWS:

1. \$250 payment: If you have Consequential Water Staining at up to two (2) separate Openings.
2. \$500 payment: If you have Consequential Water Staining at three (3) or more separate Openings, or a single Window with Consequential Water Damage resulting in Degradation of Building Materials (damage) that are within eight (8) inches of the MIWD Window sill.
3. These first two levels of compensation will be calculated by the Claims Administrator on the Windows you identified in Sections V through VIII above based upon the photographs you are already submitting.

XII. MONETARY DAMAGES FOR EXTENSIVE CONSEQUENTIAL WATER DAMAGE

1. Up to \$2,000 payment: If you have the following Extensive Consequential Water Damage, you may be entitled to a Consequential Damage Payment of up to \$2,000:
 - A. A single Window with resulting Degradation of Building Materials (damage) commencing within and extending more than eight (8) inches from the Window sill; or,
 - B. Seven (7) or more Windows with resulting Degradation of Building Materials (damage) within eight (8) inches of the MIWD Window sill.

2. To obtain up to a \$2,000 Consequential Damage Payment, you must submit the following:
 - A. Well-lighted, color Photographic or Video evidence of Consequential Water Damage resulting in Degradation of Building Materials (damage) commencing within and extending more than eight (8) inches from the MIWD Window sill at a single Window, or Consequential Water Damage resulting in Degradation of Building Materials (damage) within eight (8) inches of the MIWD Window sill at seven (7) or more Windows (The photos required in Section X above may already satisfy this requirement; but you may want to submit extra damage photographs to be certain the damage is clear); and
 - B. A repair estimate from an independent Qualified Contractor (a qualified contractor is a repair person or entity that operates a home repair business and is qualified to operate in their local jurisdiction); and
 - C. Statement from an independent Qualified Contractor that the Extensive Consequential Water Damage is caused by one of the four leak conditions (the “Identifiable Conditions”) set forth in the Settlement Agreement.²

XIII. Election of Repairs or Monetary Damages

If I am eligible for relief as determined by the Claims Administrator, I elect either:

_____ Repair Relief or _____ Monetary Relief

Other Information:

XIV. ADDITIONAL INFORMATION

State any additional information which you believe would be helpful in evaluating this Claim (attach additional pages as needed):

² A sample independent Qualified Contractor Causation Statement and examples of Extensive Consequential Water Damage are available in the Claim Form Appendix.

XV. Claims History

1. Have you previously provided MIWD with notice of an issue with your Windows or made a Claim, complaint, or filed a suit against MIWD?
 _____ Yes _____ No
2. If yes, MIWD should be able to find this information in its records. If MIWD cannot find this information, the Claims Administrator may email you for further information on a form that has been approved by Class Counsel.

XVI. If Your Mailing Address is Different from the Affected Property Address, please complete below:

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Address		
<input type="text"/>		
City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

XVII. What Happens Next ?

Initial Claim Review. The Claims Administrator will review all Claim Forms received prior to the Claim Deadline and determine if each Claim is complete and includes all required supporting documentation. If your Claim is incomplete or otherwise deficient, the Claims Administrator will notify you and you will have 30 days to “cure” your Claim (from the date notice of your deficient Claim was sent to you). The letter from the Claims Administrator will tell you what you need to do to cure your Claim. If you timely submit supplemental Claim information/materials after a deficiency notice and your Claim is still not complete, you will have additional opportunities to cure your Claim but only for ten days after each subsequent notice. The Claims Administrator is only obligated to give two follow up notices (a total of three deficiency notices) for each Claim. Claims that are not cured within the time periods allowed will result in the Claim being denied. If your Claim is denied you will be notified.

An expedited initial claims process for special circumstances (e.g., repairs in process or property subject to a contract of sale) will be available upon Claimant request and subject to the availability of the Claims Administrator.

For some approved Claims, MIWD may ask that an inspection be made.

Decisions/Appeals: If your Claim is complete and received on time, the Claims Administrator will notify you as to whether your Claim has been approved or denied. If your Claim is denied, you will be notified of the process to appeal. MIWD may also appeal the Claims Administrator’s decision to approve a Claim.

Timing of Remedy: After the Effective Date of this Agreement, Claim payments shall be made through Epiq within twenty days of final determination. Repairs and sash replacement shall be performed pursuant to the timing and schedule set forth in the Settlement Agreement.

NOTICE TO FUTURE OWNERS

The Undersigned acknowledge(s) and agree(s) to notify any subsequent purchaser of the structure or property described herein that this Claim has been made. The Undersigned also agree(s) to make all such disclosures to

subsequent purchasers of the Affected Property or structure as may be required by local, state, or federal law regarding the sale of the structure or property.

CERTIFICATION AND NOTARIZATION

Pursuant to 28 U.S.C. § 1743, I, _____(print name), hereby certify, under penalty of perjury, under the laws of the United States of America, that the answers and statements made in this Claim Form are true and correct, and all attachments are true and correct copies. .

DATE

SIGNATURE

STATE OF)

) **SS.:**

COUNTY OF)

Sworn to and subscribed before me this ___ day of _____, by _____, who appeared before me, and is personally known to me or produced _____ as identification.

Notary:
Notary Public
Print Name:

(NOTARIAL SEAL)

Summary/Recap of Documents Needed

- 1. Proof of ownership**
- 2. Condos/Multi-Unit Projects – Proof of ownership/responsibility for Windows**
- 3. Product Identification: invoice, photo of the MIWD window label, or photos of tilt latch and lock, or other**
- 4. Photo of front of house with focus on address**
- 5. Exterior photo of each side of house containing a claim window**
- 6. As to each window that is part of this claim:**
 - a. Large photo of each window**
 - b. Close up of each leak condition**
 - c. Close up of any resulting damage (stains or more damage)**
 - d. Window number marked on each photograph**
- 7. Sash Measurement Forms For Free Replacement (if applicable)**
- 8. Sash Measurement Forms For \$35 per Sash Replacement (if applicable)**
- 9. For Extensive Consequential Damages:**
 - a. Causation statement by a contractor or other construction professional**
 - b. Repair estimate**
 - c. Optional additional photographs showing the damage**
- 10. Prior Repair Reimbursement Appendix (if applicable)**
- 11. (Epiq to check this list for completeness and accuracy.)**