

Majority Opinion >

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA, GREENWOOD DIVISION

In re: Building Materials Corporation of America Asphalt Roofing Shingle Products Liability Litigation; This Document relates to: SUSAN D. ASHLEY, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. THOMAS BYRD, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. KATHLEEN ERICKSON, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. TINA GRIFFIN, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. DIANE HANER, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. SYBIL MCDANIEL, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. JAMES MOROCCO, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. ANGELA POSEY, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant. MICHAEL RAGAN, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.

MDL No. 8:11-mn-02000-JMC Civil Action No. 8:13-cv-03424-JMC Civil Action No. 8:12-cv-00789-JMC Civil Action No. 8:11-cv-03085-JMC Civil Action No. 8:12-cv-00082-JMC Civil Action No. 8:11-cv-02926-JMC Civil Action No. 8:11-cv-02879-JMC Civil Action No. 8:11-cv-02785-JMC Civil Action No. 3:11-cv-02784-JMC Civil Action No. 8:12-cv-00095-JMC

April 23, 2015, Filed April 22, 2015, Decided

For Building Materials Corporation of America Asphalt Roofing Shingle Products Liability Litigation MDL 2283, In Re (8:11-mn-02000-JMC): David Tulchin, LEAD ATTORNEY, Sullivan and Cromwell, New York, NY.

For Jack Brooks, on behalf of himself and others similarly situated, Ellen Brooks, on behalf of herself and others similarly situated, Plaintiffs (8:11-mn-02000-JMC): Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Algernon Gibson Solomons, III, Daniel Alvah Speights, Speights & Runyan, Hampton, SC; Thomas H Pope, III, Pope and Hudgens, Newberry, SC.

For Angela Posey, individually and on behalf of all others similarly situated, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Patrick F Madden, Berger and Montague, Philadelphia, PA.

For James Morocco, individually and on behalf of all others similarly situated, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Michael M Weinkowitz, Levin Fishbein Sedran and Berman, Philadelphia, PA.

For Sybil McDaniel Plaintiff (8:11-mn-02000-JMC): Alexandra C Warren, LEAD ATTORNEY, PRO HAC VICE, Cuneo Gilbert and LaDuca, Washington, DC; Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Daniel M Cohen, Cuneo Gilbert

& LaDuca LLP, Washington, DC; Melissa W Wolchansky, Halunen and Associates, Minneapolis, MN.

For Diane Haner, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Charles J LaDuca, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Christopher Luke Coffin, Pendley [*2] Baudin and Coffin, Plaquemine, LA; Mark A Solheim, Shawn M Raiter, Larson King, LLP, St Paul, MN; Michael McShane, Alexander Hawes and Audet, San Jose, CA; Robert K Shelquist, Lockridge Grindal Nauen PLLP, Mpls, MN.

For Kathleen Erickson, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; John Gordon Rudd, Jr, LEAD ATTORNEY, Zimmerman Reed, Minneapolis, MN; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Michael M Weinkowitz, Levin Fishbein Sedran and Berman, Philadelphia, PA.

For Tina Griffin, on behalf of Herself and all others similarly situated, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Gary E Mason, LEAD ATTORNEY, Mason Law Firm, Washington, DC; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Jordan Lucas Chaikin, Parker Waichman, Bonita Springs, FL.

For First Baptist Church of Blairsville, on Behalf of themselves and All Others similarly Situated, Plaintiff (8:11-mn-02000-JMC): Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; John A. Dickerson, McClure Ramsay Dickerson & Escoe, Toccoa, GA.

For John Green, on behalf of himself and all others similarly situated, Plaintiff (8:11-mn-02000-JMC): Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Algernon Gibson Solomons, III, Daniel Alvah Speights, Speights & Runyan, Hampton, SC; Daniel Alvah Speights, Speights & Runyan, Hampton, SC; Edward J. Peterson, III, Stichter, Riedel, Blain & Prosser, PA*, Tampa, FL; Thomas H Pope, III, Pope and Hudgens, Newberry, SC.

For Michael Ragan, on behalf of himself and all others similarly situated, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; John Gordon Rudd, Jr, LEAD ATTORNEY, Zimmerman Reed, Minneapolis, MN; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Charles E Schaffer, Levin Fishbein Sedran and Berman, Philadelphia, PA.

For Richard Godfrey, Plaintiff (8:11-mn-02000-JMC): Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; Daniel K Bryson, Whitfield Bryson & Mason LLP, Raleigh, NC; Donna F Solen, Mason Law Firm, Washington, DC; Gary E Mason, LEAD ATTORNEY, Mason Law Firm, Washington, DC; James C Shah, Shepherd Finkelman Miller & Shah LLC, Media, PA; Jordan Lucas Chaikin, PRO HAC VICE, Parker Waichman, Bonita Springs, FL; Natalie Finkelman Bennett, Shepherd Finkelman Miller & Shah LLC, Media, PA; Scott C Harris, Whitfield Bryson and Mason, Raleigh, NC.

For Thomas Byrd, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN; C Dorian Britt, Tatlow Gump Faiella LLC, Moberly, MO; Jordan Lucas Chaikin, Parker Waichman, Bonita Springs, FL.

For Susan D Ashley, Plaintiff (8:11-mn-02000-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Dennis Craig Reich, LEAD ATTORNEY, Reich Binstock, Houston, TX; Shawn M Raiter, LEAD ATTORNEY, Larson King, LLP, St Paul, MN.

For GAF Materials Corporation, Defendant (8:11-mn-02000-JMC): Anna H Fee, Sara Miro, David Tulchin, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Gray Thomas [*3] Culbreath, Childs Cantey Thrasher, Gallivan White and Boyd, Columbia, SC; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC.

For Building Materials Corporation of America, doing business as, GAF Materials Corporation, Defendant (8:11-mn-02000-JMC): Gray Thomas Culbreath, Gallivan White and Boyd, Columbia, SC; Arthur Gerald Boylan, Leonard

Street and Deinard, PA, Mpls, MN; David Glenn Barger, Greenberg Traurig LLP, McLean, VA; David R Crosby, Leonard Street and Deinard, PA, Mpls, MN; David Tulchin, Sullivan and Cromwell, New York, NY; Gavin J Rooney, Lowenstein Sandler, Roseland, NJ.

For Susan D Ashley, individually and on behalf of all others similarly situated, Plaintiff (8:13-cv-03424-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Christopher Luke Coffin, LEAD ATTORNEY, Pendley Baudin and Coffin, Plaquemine, LA; Dennis Craig Reich, Reich Binstock, Houston, TX.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (8:13-cv-03424-JMC): David Tulchin, LEAD ATTORNEY, Sullivan and Cromwell, New York, NY; David Eidson Dukes, Nelson Mullins Riley and Scarborough, Columbia, SC.

For Thomas Byrd, on behalf of himself and all others similarly situate, Plaintiff (8:12-cv-00789-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Daniel K Bryson, Scott C Harris, LEAD ATTORNEYS, Whitfield Bryson & Mason LLP, Raleigh, NC; Donna F Solen, LEAD ATTORNEYS, Gary E Mason, Mason Law Firm, Washington, DC; Jordan Lucas Chaikin, LEAD ATTORNEY, PRO HAC VICE, Parker Waichman, Bonita Springs, FL; C Dorian Britt, Tatlow Gump Faiella LLC, Moberly, MO.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (8:13-cv-03424-JMC): David Tulchin, Sara Miro, LEAD ATTORNEYS, Anna H Fee, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC.

For Kathleen Erickson, on behalf of herself and all others similarly situated, Plaintiff (8:11-cv-03085-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Charles E Schaffer, LEAD ATTORNEY, Michael M Weinkowitz, Levin Fishbein Sedran and Berman, Philadelphia, PA; John Gordon Rudd, Jr, Zimmerman Reed, Minneapolis, MN.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (8:11-cv-03085-JMC): Anna H Fee, David Tulchin, Sara Miro, LEAD ATTORNEYS, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Gavin J Rooney, LEAD ATTORNEY, Lowenstein Sandler, Roseland, NJ; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Kathleen S McArthur, LEAD ATTORNEY, Sullivan and Cromwell LLP, Washington, DC.

For Tina Griffin, On behalf of Herself and all Others Similarly Situated, Plaintiff (8:12-cv-00082-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Donna F Solen, LEAD ATTORNEY, Gary E Mason, Mason Law Firm, Washington, DC; Jordan Lucas Chaikin, LEAD ATTORNEY, PRO HAC VICE, Parker Waichman, Bonita Springs, FL.

For Building Materials Corporation, Defendant (8:12-cv-00082-[*4] JMC): David Tulchin, LEAD ATTORNEY, Sara Miro, LEAD ATTORNEY, PRO HAC VICE, Anna H Fee, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC; Whitney Schmidt, PRO HAC VICE, Tampa, FL.

For Diane Haner, on behalf of herself and all others similarly situated, Plaintiff (8:11-cv-02926-JMC): Brendan S Thompson, LEAD ATTORNEY, Charles J LaDuca, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Christopher Luke Coffin, Pendley Baudin and Coffin, Plaquemine, LA; Mark A Solheim, Shawn M Raiter, Larson King, LLP, St Paul, MN; Michael McShane, Alexander Hawes and Audet, San Jose, CA; Robert K Shelquist, Lockridge Grindal Nauen PLLP, Mpls, MN.

For Building Materials Corporation of America, doing business as, GAF Materials Corporation, Defendant (8:11-cv-02926-JMC): Gray Thomas Culbreath, Gallivan White and Boyd, Columbia, SC; Sara Miro, LEAD ATTORNEY, PRO HAC VICE, Anna H Fee, David Tulchin, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Arthur Gerald

Boylan, David R Crosby, Leonard Street and Deinard, PA, Mpls, MN; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC.

For Sybil McDaniel, on behalf of herself and all others similarly situated, Plaintiff (8:11-cv-02879-JMC): Alexandra C Warren, LEAD ATTORNEY, PRO HAC VICE, Cuneo Gilbert and LaDuca, Washington, DC; Brendan S Thompson, Charles J LaDuca, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Christopher Luke Coffin, LEAD ATTORNEY, Pendley Baudin and Coffin, Plaquemine, LA; Daniel M Cohen, LEAD ATTORNEY, Cuneo Gilbert & LaDuca LLP, Washington, DC; Michael McShane, LEAD ATTORNEY, Alexander Hawes and Audet, San Jose, CA; Robert K Shelquist, LEAD ATTORNEY, Lockridge Grindal Nauen PLLP, Mpls, MN.

For Building Materials Corporation of America, doing business as, GAF Materials Corporation, Defendant (8:11-cv-02879-JMC): Anna H Fee, Sara Miro, LEAD ATTORNEY, PRO HAC VICE, David Tulchin, PRO HAC VICE, Sullivan and Cromwell, New York, NY; David Glenn Barger, LEAD ATTORNEY, Greenberg Traurig LLP, McLean, VA; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Kathleen S McArthur, LEAD ATTORNEY, Sullivan and Cromwell LLP, Washington, DC.

For Angela Posey, individually and on behalf of all others similarly situated, Plaintiff (3:11-cv-02784-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Shanon J Carson, LEAD ATTORNEY, Berger and Montague PC, Philadelphia, PA; Patrick F Madden, Berger and Montague, Philadelphia, PA.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (3:11-cv-02784-JMC): David Tulchin, LEAD ATTORNEY, Sullivan and Cromwell, New York, NY; Gavin J Rooney, LEAD ATTORNEY, Lowenstein Sandler, Roseland, NJ; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Sara Miro, LEAD ATTORNEY, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Anna H Fee, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC.

For Michael Ragan, on behalf of himself and all others similarly situated, Plaintiff (8:12-cv-00095-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Michael M Weinkowitz, LEAD ATTORNEY, Charles E Schaffer, Levin Fishbein Sedran and Berman, Philadelphia, PA; John Gordon Rudd, Jr, Zimmerman Reed, Minneapolis, MN.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (8:12-cv-00095-JMC): David Tulchin, LEAD ATTORNEY, Sullivan and Cromwell, New York, NY; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Sara Miro, LEAD ATTORNEY, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Anna H Fee, PRO HAC VICE, Sullivan and Cromwell, New York, NY; Kathleen S McArthur, Sullivan and Cromwell LLP, Washington, DC.

For James Morocco, individually and on behalf of all others similarly situated, Plaintiff (8:11-cv-02785-JMC): Brendan S Thompson, LEAD ATTORNEY, Cuneo Gilbert and LaDuca LLP, Bethesda, MD; Michael M Weinkowitz, Charles E Schaffer, Levin Fishbein Sedran and Berman, Philadelphia, PA; Christopher Luke Coffin, Pendley Baudin and Coffin, Plaquemine, LA.

For Building Materials Corporation of America, doing business as GAF Materials Corporation, Defendant (8:11-cv-02785-JMC): Anna H Fee, Sara Miro, LEAD ATTORNEYS, PRO HAC VICE, Sullivan and Cromwell, New York, NY; David Tulchin, LEAD ATTORNEY, Sullivan and Cromwell, New York, NY; Gavin J Rooney, LEAD ATTORNEY, Lowenstein Sandler, Roseland, NJ; Gray Thomas Culbreath, LEAD ATTORNEY, Gallivan White and Boyd, Columbia, SC; Kathleen S McArthur, LEAD ATTORNEY, Sullivan and Cromwell LLP, Washington, DC.

Michael J. Childs, United States District Judge.

Michael J. Childs

ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF NON-MOBILE CLASS ACTION SETTLEMENT

AND NOW, this 22nd day of April, 2015, upon consideration of the Joint Motion for Final Approval of Non-Mobile Class Action Settlement, the Settlement Agreement and all exhibits thereto ("Settlement Agreement" or "Settlement"), as well as all other pleadings, submissions and filings in the above-captioned Actions, and the arguments presented to the Court at the Final Approval Hearing that took place on April 22, 2015, and having concluded that the Settlement Agreement is fair, reasonable and adequate, and in the best interest of the Settlement Class, it is hereby ORDERED as follows:

1. All terms used in this Order have the same meaning ascribed to them in the Settlement Agreement.
2. This Court's October 15, 2014 Order Granting Motion to Certify Class for Settlement Purposes and for Preliminary Approval of Class Action Settlement and Form and Dissemination of Notice to the Class (MDL No. 8:11-mn-02000-JMC ECF No. 115) (the "Preliminary Approval Order"), preliminarily certified and ordered that notice of the Settlement be directed to the following class:

All persons and entities who are Qualifying Owners who own any property located in the United States with Non-Mobile Timberline® Shingles manufactured during the period from January 1, 1998 through December 31, 2009.

Excluded from the Settlement Class are:

(a) all persons and entities who timely exercise [*6] their rights under Federal Rule of Civil Procedure 23 to opt out of the Settlement; and

(b) all persons or entities who have executed a release, and/or received compensation in any form from GAF, whether in cash and/or through a certificate for shingles, for any claims or complaints concerning, or for the replacement or repair of, any and all Cracked Non-Mobile Timberline® Shingles installed on the property owned by them that was the subject of the release or compensation, including in connection with any warranty claim made to GAF pursuant to the terms of the GAF Limited Warranty or any other GAF warranty, regardless of whether such complaint or warranty claim identified cracking as the basis of the complaint or warranty claim; and

(c) all persons and entities who have asserted a claim in any court of law or arbitral forum concerning Cracked Non-Mobile Timberline® Shingles that has been resolved in a final judgment or disposition, whether or not favorable to the claimant, with respect to the property owned by them that was the subject of the claim; and

(d) all persons and entities who have asserted a claim in any court of law or arbitral forum that has resulted in compensation to such person or entity for the replacement or repair of Cracked Non-Mobile Timberline® Shingles installed on properties owned by them that were the subject of the claim, regardless of whether such claims identified or alleged Cracked Non-Mobile Timberline® Shingles as the basis for any relief sought; and

(e) all persons and entities who are or were builders, developers, contractors, roofers, manufacturers, wholesalers, or retailers of homes, modular homes, manufactured homes, residences, buildings, or other structures containing Cracked Non-Mobile Timberline®

Shingles (except as to personal residences or commercial structures owned by them); and

(f) GAF, any entity in which GAF has a controlling interest, any entity which has a controlling interest in GAF, and GAF's assigns and successors; and

(g) the Judge to whom the MDL Litigation is assigned and any member of the Judge's immediate family;

3. The Court finds that the manner and form of notice (the "Notice Plan") set forth in the Settlement Agreement was provided to Settlement Class Members. Notice was also provided to pertinent state and federal officials. The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23 and due process.

4. The Court finds that the Settlement Agreement was reached following meaningful and substantive briefing (numerous motions to dismiss), discovery and investigation. The Settlement is the result of adversarial, arm's-length negotiations between the parties, and the terms and conditions of the Settlement are fair, adequate and reasonable when balanced against the probable outcome of further litigation. At the time the Settlement was negotiated, counsel were reasonably able to evaluate their respective positions. **[*7]** This Settlement will avoid substantial additional costs to all parties, as well as the delay and risks that would be presented by further prosecution of the underlying Actions.

5. In so finding, the Court considered evidence regarding Plaintiffs' case, the risk, expense and complexity of the claims presented, the likely duration of further litigation, the amount obtained in settlement, the extent of investigation and discovery completed, and the experience and views of Co-Lead Counsel. The Court also considered the objections and requests for exclusion submitted by potential Settlement Class Members.

6. The request for final certification of the Settlement Class is granted pursuant to Rule 23 of the Federal Rules of Civil Procedure and the Court makes the following findings pursuant to FED. R. CIV. P. 23 :

a. The Settlement Class is sufficiently numerous that joinder is impracticable;

b. There exist questions of fact and law common to the Settlement Class Members. All Settlement Class Members contend, *inter alia*, that the Shingles are defective and allege breach of warranty, negligence and unfair trade practices claims against GAF;

c. The claims of the Named Plaintiffs are typical of the claims of the Settlement Class Members;

d. The Named Plaintiffs and Co-Lead Counsel will fairly and adequately protect the interests of the Class;

e. The questions of law or fact common to the Settlement Class Members, and which are relevant for settlement purposes, predominate over the questions affecting only individual Settlement Class Members; and

f. Resolution of this litigation in the manner proposed by the parties' Settlement Agreement is superior to other available methods for a fair and efficient adjudication of the underlying Actions.

7. The Court notes that because this litigation is being settled rather than litigated, the Court need not consider manageability issues that may have been presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 , 117 S. Ct. 2231 , 138 L. Ed. 2d 689 (1997).

8. The Court finally appoints the Plaintiffs Susan D. Ashley, Thomas Byrd, Kathleen Erickson, Tina Griffin, Diane Haner, Sybil McDaniel, James Morocco, Angela Posey and Michael Ragan, as the Class Representatives.

9. The Court finally appoints Charles J. LaDuca of Cuneo Gilbert & LaDuca, LLP and Shawn Raiter of Larson King, LLP as Co-Lead Counsel for the Settlement Class.
10. The Court finally approves Heffler Claims Group as the Third Party Claims Administrator to perform the duties assigned to that function in the Settlement Agreement.
11. The Settlement creates a claims process providing meaningful cash and replacement benefits based on property location, roof size, and the extent of any damaged Shingles.
12. The Settlement Agreement is hereby finally approved pursuant to FED. R. CIV. P. 23(e) as fair, reasonable and adequate, and it shall be consummated in accordance with its terms, which are incorporated as though fully set forth here.
13. The Court held a Final Approval Hearing to consider the fairness, reasonableness and adequacy of the Settlement and was advised that only [*8] nine objections were received. The Court has considered the objections and determined that they are not well-founded and lack legal and factual support.
14. The Court finds that only 424 potential Settlement Class Members filed valid requests for exclusion and that any rights they have shall not be affected by the Settlement. Thus, they shall not receive any of the benefits of the Settlement.
15. Upon entry of this Order, the remaining Settlement Class Members, and all and each of them, are hereby bound by the terms set forth in the Settlement Agreement.
16. The Court finds that the claims asserted in the underlying Actions were complex, with many potential intricate factual and legal issues, and the results of litigation, including in this case, can never be predicted with absolute accuracy.
17. Co-Lead Counsel informed the Court of their belief that this Settlement is fair, reasonable and adequate. The Court finds that Co-Lead Counsel are experienced in the area of complex defect and warranty class action litigation such as this case, that they conducted sufficient discovery to determine that the Settlement was fair to the Settlement Class, and that their judgment is entitled to weight.
18. The Court hereby grants final approval of the Settlement, and all claims asserted by Plaintiffs and the Settlement Class in the underlying Actions are hereby dismissed with prejudice. The Settlement Class Members, except for those set forth above who returned valid requests for exclusion, are deemed to have released their claims as set forth in the Settlement Agreement, provided that the Settlement Agreement does not extinguish any rights of Settlement Class Members to make a claim for cracked Timberline® Shingles under any applicable GAF limited warranty following the Claims Submission Period.

APPROVED BY THE COURT:

/s/ J. Michael Childs

United States District Judge

April 22, 2015

Columbia, South Carolina

General Information

Result(s)	Motion Granted, Order Entered
Related Docket(s)	3:11-cv-02784 (D.S.C.); 8:11-cv-02785 (D.S.C.); 8:11-cv-02879 (D.S.C.); 8:11-cv-02926 (D.S.C.); 8:11-cv-03085 (D.S.C.); 8:12-cv-00082 (D.S.C.); 8:12-cv-00095 (D.S.C.); 8:12-cv-00789 (D.S.C.); 8:13-cv-03424 (D.S.C.);
Topic(s)	Civil Procedure
Parties	ANGELA POSEY, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; DIANE HANER, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; In re: Building Materials Corporation of America Asphalt Roofing Shingle Products Liability Litigation;; JAMES MOROCCO, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; KATHLEEN ERICKSON, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; MICHAEL RAGAN, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; SYBIL MCDANIEL, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; THOMAS BYRD, on behalf of himself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; TINA GRIFFIN, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.; This Document relates to: SUSAN D. ASHLEY, on behalf of herself and all others similarly situated, Plaintiff, v. GAF MATERIALS CORPORATION, Defendant.
Date Filed	2015-04-22 00:00:00
Court	United States District Court for the District of South Carolina