

IKO Organic Roofing Shingles Class Action Law Suit

Do you have early roofing shingle problems? It could cost you in the range of \$10,000 to replace the shingles on your roof when you've only had your home for 8 to 10 years.

You should look into the IKO Organic Roofing Shingles class action lawsuit where over 4,000 homeowners are suing IKO for shingle replacement, labor and damage (leaks, etc...). This is a \$200 Million dollar lawsuit with more home owners joining the Siskind class action law suit each day.

Many of the homes in this area (Cardinal Creek) have IKO shingles and residents are replacing their shingles after only 9 or 10 years when they have a 25 year warranty. It has been confirmed that many Richcraft Homes Ltd homes have IKO roofing shingles and other home owners are trying to confirm whether certain organic IKO roofing shingles are on their homes.

To register your home as part of this class action lawsuit, please visit:
<http://www.classaction.ca/actions/Products-Liability/Current-Actions/IKO-Roofing-Shingles>.

For further information, please contact:

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What the class action is about

IKO Organic Shingles mean IKO Organic Shingles mean all asphalt organic shingles manufactured by or on behalf of IKO Industries Ltd., Canroof Corporation Inc., or I.G. Machine & Fibers Ltd. whether sold under the names

1. Chateau
2. Renaissance XL
3. Aristocrat
4. Total, Armour Seal
5. Superplus, Armour Lock, Royal Victorian

6. Cathedral XL, Ultralock 25
7. Armour Plus 20, Armour Tite
8. Cambridge Ultra Shadow (laminated organic)
9. Cathedral XL
10. Crowne 30, or otherwise.

The Defendants are: IKO Industries Ltd., Canroof Corporation Inc., and I.G. Machine & Fibers Ltd. They stopped making these types of shingles in 2008

The representative plaintiff, on behalf of himself and the Class, is claiming damages from the defendants (IKO Industries Ltd., Canroof Corporation Inc., and I.G. Machine & Fibers Ltd.) for the negligent design and manufacture of IKO Organic Shingles. Specifically, the representative plaintiff alleges that IKO Organic Shingles were negligently designed and manufactured in a manner that, under normal conditions and usage, would result in premature failure.

Additionally, with respect to persons in British Columbia, Saskatchewan, Manitoba, Quebec and/or New Brunswick, representative plaintiff also asserts claims for breach of the consumer protection legislation. Specifically, the representative plaintiff asserts that the Defendants breached the consumer protection legislation by representing that IKO Organic Shingles complied with industry standards, notwithstanding that IKO Organic Shingles did not comply with industry standards and that the Defendants did not conduct the necessary testing to determine whether IKO Organic Shingles did, in fact, comply with industry standards.

The representative plaintiff seeks damages, on behalf of himself and the Class, for, among other things, the costs of removing and replacing defective IKO Organic Shingles, including associated labour costs. Class members might have to give credit for the number of years that they had use of their IKO Organic Shingles before failure occurred.

The representative plaintiff asserts that the Defendants' response to warranty claims is inadequate given that, in most circumstances, recovery does not include labour costs and is only available if the property owner purchases replacement shingles manufactured by the Defendants.

The court has not taken any position as to the likelihood of recovery on the part of the representative plaintiff or the Class, or as to the truth or merits of the claims or defences asserted by either side. The allegations made by the representative plaintiff have not been proven in court.

If you seek to claim in respect of shingles other than IKO Organic Shingles, you should be aware that there could be time limits within which to commence legal action. If you miss the time limit to start legal action, your claims could be barred with no legal right to recovery. A class action will suspend the running of the time limit. Since shingles other

than IKO Organic Shingles will not be the subject of a class action claim, any applicable limitation period or time limit to commence legal action is running. If you are contemplating starting an action in court, it is important that you be aware of any limitation period and contact a lawyer for advice.

Status of the Class Action

On July 19, 2012, the action was certified as a class proceeding by the Ontario Superior Court of Justice. On June 5, 2013, the Ontario Divisional Court denied leave to appeal the certification order. **The court certified a national class on behalf of all persons that own or have owned, lease or have leased, and all those who have or may pursue claims through or in the name or right of those who own or have owned, lease or have leased buildings in Canada that contain or have ever contained IKO organic shingles.** This means the claims of all class members will be determined in a single proceeding.

A copy of the Certification Reasons and Leave to Appeal Reasons are available online at www.classaction.ca.

At this stage, there is nothing that you have to do in order to participate in the class action. We will add your name and email address to our directory of possible class members and we will send a notice directly to you advising you of major steps in the litigation as they occur. If you have not done so already, please provide us with your mailing address, in the event that your email address changes.

Related Records

Please retain records of all related invoices and receipts, including any documentation establishing that you have IKO Organic Shingles, any documentation establishing expenses incurred repairing and/or replacing your IKO Organic Shingles, and any documentation establishing expenses incurred as a result of a leak (i.e., expenses incurred repairing drywall).

You should also take photographs of the roof before removing the shingles, keep sample shingles (once removed) and, if possible, have your roofing contractor write a short report regarding the status of the shingles.

All of this information might be needed when the time comes to file a claim under any class action settlement/judgment.

Sample Unused Shingles

Assuming that the certification decision is upheld, as part of the trial of the common issues, Siskinds LLP will be retaining an expert to analyze IKO Organic Shingles and provide an opinion regarding whether they are prone to premature failure and whether they comply with relevant industry standards. It would be helpful if the expert could test unused shingles.

Often when people install a new roof, there are leftover shingles and these are kept in case repairs become necessary. Please advise if you have any unused shingles, the brand of the shingles, and how the shingles have been stored.

Class Counsel Fees

Class Counsel have entered into an agreement with the representative plaintiff with respect to legal fees and disbursements. The agreement provides that Class Counsel will only be paid in the event of success in the case (i.e., a settlement or court award). The agreement provides that the Class will pay to Class Counsel a percentage contingency fee plus disbursements and applicable taxes. Class Counsel's fees and disbursements must be approved by the court. The agreement also provides that any costs awarded to the representative plaintiff will be retained by Class Counsel to defray litigation expenses.

IKO Settlement Offers

We understand that IKO may be offering to settle some claims. With respect to any settlement offer made to you by IKO, would you kindly provide us with the following information?

1. The name of the asphalt organic IKO shingle that you have replaced or that requires replacement
2. When was your roof installed?
3. What was the offer made to you by IKO?
4. What does your warranty plan provide?

If IKO makes you a settlement offer, they may also ask you to execute a release of claims. If the settlement that is offered by IKO is the same as your entitlement under your warranty plan, and you are inclined to accept the offer, we would suggest that you at least provide an objection in writing to IKO for having to sign the release in order to receive your warranty benefits. Our view is that IKO is obligated to fulfill the terms of your warranty plan even in the absence of obtaining a release from you, but this is an issue for the courts to decide.

If you do accept IKO's offer, and sign their release, you might be ineligible to participate in the class action and might not be able to take part in any result