

(DETAILED NOTICE)

If you are a current or former owner of a home or other structure with Pella ProLine® Casement Windows, manufactured between 1991-2009, you may qualify for benefits from a class action settlement.

This Notice may affect your rights. Please read it carefully.

- A settlement agreement (the “Settlement” or “Agreement”) has been reached with Pella Corporation and Pella Windows and Doors, Inc. (“Defendants”) about allegedly defective Pella ProLine® brand aluminum clad wood casement, awning and/or transom windows manufactured by Pella Corporation between 1991 and 2009 (“Pella ProLine® Casement Windows”). The Settlement covers possible water intrusion and damage to qualifying windows and property.
- The Settlement includes all persons in the United States who are current or former owners of homes or other structures containing Pella ProLine® brand aluminum clad wood casement, awning, or transom windows (including 250 and 450 Series) manufactured by Pella Corporation between January 1, 1991 and December 31, 2009 (“Settlement Class Members”).
- The Settlement provides a common Settlement Fund and a Claims Process by which Settlement Class Members can file a claim.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	Submit a Claim Form seeking cash payment and/or other benefits.
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to start a lawsuit or continue with a current lawsuit against Defendants about legal claims regarding Pella ProLine® Casement Windows.
OBJECT	Write to the court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.
DO NOTHING	Get no benefits. Give up your rights to sue Defendants about legal claims regarding Pella ProLine® Casement Windows.

- These rights and options—**and the deadlines to exercise them**—are summarized in this Notice. This summary, however, does not supersede the terms of the parties written Agreement and related exhibits and documents, which are available for public inspection during regular business hours in the United States District Court for the Northern District of Illinois, Eastern Division (the “Court”), located at 29 S. Dearborn Street, Chicago, Illinois 60604. A copy of the Agreement can also be found online at www.pellawindowsettlement.com.
- The Court still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who filed a valid and timely claim. Please be patient.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Sharon Johnson Coleman of the United States District Court for the Northern District of Illinois, Eastern Division, is overseeing this class action. The Settlement resolves the case known as *Eubank et al. v. Pella Corporation et al.* (“*Eubank v. Pella*” or the “Lawsuit”), Case No. 06 C 4481 (formerly known as *Saltzman et al. v. Pella Corporation et al.*).

The persons who sued are called “Plaintiffs,” and the companies being sued, Pella Corporation and Pella Windows and Doors, Inc. are called “Defendants.”

2. What is this lawsuit about?

Plaintiffs allege Pella ProLine® Casement Windows manufactured by Pella Corporation contain defects that have caused water intrusion resulting in damage to the windows and/or Plaintiffs’ property; that some Pella ProLine® Casement Window owners have paid for repairs or replacements of these windows and property; and that some owners currently require or may in the future require repairs or replacements of these windows and property. The Lawsuit asserts claims against Defendants for violation of Illinois Consumer Fraud and Deceptive Business Practices Act and substantially similar laws of certain other States, and declaratory relief based on alleged defects that have caused or will

continue to cause damage to owners' homes or personal property allegedly resulting from water-related intrusion. Defendants deny Plaintiffs' allegations of wrongdoing and assert numerous defenses to Plaintiffs' claims.

The Court has made no determination about the strengths or weaknesses of any of Plaintiffs' contentions or any of Defendants' defenses. Instead, Plaintiffs and Defendants have entered into a settlement to end the litigation. The Court has preliminarily approved a nationwide settlement.

3. Did I receive a Notice about this Settlement before?

Plaintiffs and Defendants agreed to settle this class action lawsuit in 2011, and the Court finally approved the class settlement in April 2013. You may have received notification of the class settlement, which then required you to submit forms whether you wanted to participate in the class settlement or whether you wanted to exclude yourself from the settlement. You may have submitted these forms, including claim forms, regarding the settlement. However, in June 2014, the class settlement was rejected and set aside on appeal. The decision on appeal nullified the settlement and prompted the case to proceed on. With the exception of attorney George K. Lang, the attorneys previously representing the class were also replaced. As a consequence, even if you made an election to exclude yourself from the prior, nullified settlement, you must make a new election as to this notice (if you still choose to request exclusion from the class). You are therefore free to exclude yourself from this proceeding or, by doing nothing, be deemed to remain a class member.

Since the prior settlement was overturned, the new attorneys for Plaintiffs (listed below) and the attorneys for Defendants have actively litigated the issues in the case and engaged in a significant amount of motion practice and discovery. You may access and review some of the pleadings, motions, and court orders in this Lawsuit in the website noted below.

4. Why is this Lawsuit a class action?

In a class action lawsuit, the "Plaintiffs" or "Class Representatives" represent a larger group of people called "class members" or the "class" or "classes" who have similar claims against the "Defendants." In this lawsuit, the Seventh Amended Complaint is the most recent and operative complaint that names Plaintiffs Kent Eubank, Jerry Davis, Ricky Falaschetti, Rita Cicinelli, Robert Josephberg, Jeffrey Acton, Kenneth Hechtman, James Neiman, Amy Chasin and Edward Ruhnke as "Class Representatives." The Class Representatives sued Defendants on behalf of themselves and all people similarly situated in the Class. All of these people are Settlement Class Members. One court resolves the issues for all class members, except for those who timely exclude themselves from the class. The lawyers who have been appointed by the Court to represent the Plaintiffs and class members are called "Class Counsel."

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of further litigation and trial. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. Defendants deny all legal claims in this case. Named Plaintiffs and their lawyers think the proposed Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the Settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class Member.

6. How do I know if I am part of the Settlement?

The Court decided the Settlement Class includes all persons in the United States who are current or former owners of Structures containing Pella ProLine® brand aluminum clad wood casement, awning and/or transom windows (including 250 and 450 Series) manufactured by Pella Corporation between 1991 and 2009. Each of these persons is a Settlement Class Member.

7. Are there exceptions to being included?

Yes. The following are not included in the Settlement: (a) all owners of Pella ProLine® Brand casement, awning, and/or transom windows manufactured on or after January 1, 2010, (b) all current employees of Defendants and

Pella's counsel, (c) persons who validly request exclusion from the Settlement Class as described in paragraphs 21, 22, and 23 below, (d) all persons who, individually or as a member of a class, initiated legal proceedings against Defendants (other than *Eubanks v. Pella*) prior to February 20, 2018.

8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the Settlement website at www.pellawindowsettlement.com or call the toll free number, 1-866-658-6764. You may also write with questions to *Eubank v. Pella Corporation* Window Settlement Administrator, P.O. BOX 404041, Louisville, KY 40233-4041 or send an e-mail to info@pellawindowsettlement.com.

9. Who is eligible to seek benefits under the Settlement?

To receive benefits, you must have suffered "Eligible Damage" and satisfy certain requirements to be an "Eligible Claimant" or an "Eligible Extended Period Claimant."

Eligible Damage: Eligible Damage means water related damage, including to the Window or Windows and/or to the Sash because of water penetrating between the aluminum cladding of the window and the window Sash, as well as the consequences of such water penetration and damage, which includes: (1) damage to the finishing on such Window; (2) damage to other property surrounding the Window, such as water related damage to the Structure in which the window was installed; and (3) labor costs necessary to replace a Window or its Sash because it was or is damaged from water penetration as described above and/or cost to repair damage to other property surrounding the Window.

Eligible Claimant: An Eligible Claimant is a Settlement Class Member, who:

- 1) Is the current or former owner of real property in the United States with a Structure or Structures in which a Pella ProLine® Casement Window is or was installed;
- 2) Timely signs and submits, under penalty of perjury, a properly completed Claim Form signed by the claimant as a declaration under 28 U.S.C. § 1746;
- 3) Timely supplies all information, documents, and photographs required by this Agreement and the Claim Form;
- 4) Meets all the relevant criteria set forth in the Agreement; and
- 5) Does not opt out of this Settlement.

Eligible Extended Period Claimant: An "Eligible Extended Period Claimant" is a Settlement Class Member, who:

- 1) Is the current or former owner of real property in the United States with a Structure or Structures in which a Pella ProLine® Casement Window is or was installed;
- 2) Timely complies with the requirements in the Agreement;
- 3) Timely contacts Pella Corporation's Customer Service Department at 1-888-977-6387;
- 4) Meet all the relevant criteria set forth in the Agreement; and
- 5) Does not opt out of this Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to qualifying Settlement Class Members.

10. What are the benefits of the Settlement?

Pella has agreed to dedicate \$25,750,000 for a Settlement Fund. Of the Settlement Fund, \$23,750,000 will be placed into Fund A and used to pay claims for Eligible Damage submitted by Eligible Claimants during the Claims Period, as well as Service Awards to the Named Plaintiffs and the costs of class administration; Pella will reserve the remaining \$2,000,000 for Fund B and will be used to pay claims for Eligible Damage submitted by Eligible Extended Period Claimants during the Extended Claims Period.

You may receive a cash benefit through the Claims Process for your Eligible Damage if you submit a complete and valid Claim Form for Eligible Damage, satisfy all of the requirements to become an Eligible Claimant, and meet the criteria to receive a cash payment. You may also be eligible for replacement product. During the Extended Claims Period you may be eligible for warranty and ProLine Service Enhancement Program ("PSEP") benefits.

11. What do “Date(s) of Sale”, “Direct Class Notice Date” and “Retailer’s List Price” mean?

To help determine which benefits you may be eligible for, the explanations use the following terms:

Dates of Sale: Dates of Sale means the dates the Pella ProLine® Casement Windows at issue were sold by Pella Corporation or its authorized dealers or retailers. If a Settlement Class Member cannot establish the date the Pella ProLine® Casement Windows at issue were sold, the Date of Sale will be the last day of the month following the month in which the windows at issue were manufactured. For example, if the date the window was manufactured was February 1, 1992, but you cannot locate the Date of Sale, the Date of Sale would be assumed to be March 31, 1992.

Retailer’s List Price: Retailer’s List Price means the retail price, before any discounts, sales, special offers or similar reductions in price, of Pella brand products established from time to time by the Pella distributors listed at the end of this Notice.

Direct Class Notice Date. Direct Class Notice Date means the date by which the Notice and Settlement Administrator mails the Class Notice to Settlement Class Members for whom the Parties may have valid addresses. Pella will undertake reasonable efforts to timely provide the Notice and Settlement Administrator and Class Counsel the customer names, addresses, and contact information in its possession so such names, addresses and contact information are included in the list of addressees to receive mailed notices for the class settlement notice process.

12. What benefits can I receive for repairs or replacements made before March 22, 2018?

If you timely submit a complete and valid Claim Form, satisfy all of the requirements to become an Eligible Claimant, and paid for Eligible Damage for which you were not fully reimbursed, you are entitled to receive cash for actual expenditures and expenses necessary to address the Eligible Damage to or from the Window (and to surrounding property) from Fund A.

Cash awards will be for the following four categories:

- 1) The cost of the product (per window or sash);
- 2) The cost of the installation labor (per window or sash);
- 3) The cost of finishing (per window or sash); and
- 4) The cost to repair damage to other property.

For Eligible Damage repaired or replaced within 15 years after the Date of Sale, subject to certain limitations, the cash award will be the sum of these four categories of costs. For Eligible Damage repaired or replaced more than 15 years after the Date of Sale, subject to certain limitations, the cash award will be 25% of the sum of these categories.

The amount payable for each of the four categories of costs is as follows:

- a. If a Claimant submits a Claim Form for actual costs previously incurred to repair or replace Eligible Damage, and the Notice and Settlement Administrator is able to identify and/or verify how much of those costs were for the actual cost of replacement product, installation, finishing, and damage to other property based on the invoices, receipts and/or other repair documentation submitted, then this proof shall be used to determine the payment and allocation of Eligible Damage to the categories above.
- b. If a Claimant submits a Claim Form for actual costs previously incurred to repair or replace Eligible Damage, and the Notice and Settlement Administrator is able to identify and/or verify that the amounts were actual costs incurred for Eligible Damage but the Notice and Settlement Administrator is *unable* to identify and/or verify how much of those costs were separately incurred for replacement product, installation, finishing, and/or damage to other property based on the invoices, receipts, and/or other repair documentation submitted, then the costs will be allocated for the categories above according to the following percentages and paid on that basis.
 - (i) If the Eligible Damage was repaired or replaced within 10 years after the Date of Sale, then costs shall be deemed allocated as follows:

	<u>If damage to other property</u>	<u>If no damage to other property</u>
1. cost of product:	39%	55%
2. cost of installation:	23%	34%
3. cost of finishing:	8%	11%
4. cost to repair damage to other property:	30%	0%

(ii) If the Eligible Damage was repaired or replaced more than 10 years after the Date of Sale, then costs shall be deemed allocated as follows:

	<u>If damage to other property</u>	<u>If no damage to other property</u>
1. cost of product:	27%	39%
5. cost of installation:	33%	46%
6. cost of finishing:	10%	15%
7. cost to repair damage to other property:	30%	0%

If Fund A of the Settlement is not sufficient to pay all Eligible Claimants in the full amounts stated above, Claimants shall be paid on the Claims Payment Date on a *pro rata* (proportionate) basis up to the available amounts in Fund A in a manner directed by the Notice and Settlement Administrator.

13. What benefits can I receive for Eligible Damage NOT repaired or replaced as of March 22, 2018?

If you satisfy all of the requirements to become an Eligible Claimant, and you have Eligible Damage that has manifested but has not yet been repaired or replaced as of March 22, 2018, you may receive the following benefits:

- a) If the Eligible Damage involves a window with a Date of Sale that is 10 years or less before the March 22, 2018, then Eligible Claimants are entitled to receive replacement product from Pella to repair or replace Eligible Damage, as well as cash awards from Fund A for actual expenses necessary to repair or replace the Eligible Damage for:
 - (1) cost of installation labor;
 - (2) cost of finishing; and
 - (3) cost to repair damage to other property.
- b) If the Eligible Damage involves a window with a Date of Sale that is more than 10 years but within 15 years before [Date of Notice], then Eligible Claimants are entitled to receive cash awards from Fund A for actual expenses necessary to repair or replace the Eligible Damage for:
 - (1) cost of product;
 - (2) cost of installation labor;
 - (3) cost of finishing; and
 - (4) cost to repair damage to other property.
- c) If the Eligible Damage involves a window with a Date of Sale that is more than 15 years before the Direct Class Notice Date, then Eligible Claimants are entitled to receive cash payments from Fund A for 25% of actual expenses necessary to repair or replace the Eligible Damage for:
 - (1) cost of product;
 - (2) cost of installation labor;
 - (3) cost of finishing; and
 - (4) cost to repair damage to other property.
- d) If a Claimant submits a Claim Form for actual costs necessary to repair or replace Eligible Damage, and the Notice and Settlement Administrator is able to identify and/or verify how much of those costs are for the cost of replacement product, installation, finishing, and damage to other property based on the quotes, invoices,

receipts and/or other repair documentation submitted, then this proof shall be used to determine the payment and allocation of Eligible Damage to the categories above.

e) If a Claimant submits a Claim Form for actual costs necessary to repair or replace Eligible Damage, and the Notice and Settlement Administrator is able to identify and/or verify that the amounts were actual costs necessary to repair for Eligible Damages but the Notice and Settlement Administrator is *unable* to identify and/or verify how much of those costs are for the cost of replacement product, installation, finishing, and/or damage to other property based on the quotes, invoices, receipts, and/or other repair documentation submitted, then these costs will be allocated for the categories above according to the following percentages and paid on that basis.

(i) If the Eligible Damage involves a window with a Date of Sale that is 10 years or less before the Direct Class Notice Date, then costs shall be deemed allocated as follows:

	<u>If damage to other property</u>	<u>If no damage to other property</u>
1. cost of product:	39%	55%
8. cost of installation:	23%	34%
9. cost of finishing:	8%	11%
10. cost to repair damage to other property:	30%	0%

(ii) If the Eligible Damage involves a window with a Date of Sale that is more than 10 years before the Direct Class Notice Date, then costs shall be deemed allocated as follows:

	<u>If damage to other property</u>	<u>If no damage to other property</u>
1. cost of product:	27%	39%
11. cost of installation:	33%	46%
12. cost of finishing:	10%	15%
13. cost to repair damage to other property:	30%	0%

If Fund A of the Settlement is not sufficient to pay all Eligible Claimants in full the amounts stated above, Claimants shall be paid on the Claims Payment Date on a *pro rata* (proportionate) basis up to available amounts in Fund A in a manner determined by the Notice and Settlement Administrator.

If there are amounts remaining in Fund A after the Notice and Settlement Administrator makes awards to the Eligible Claimants pursuant to the Settlement, the amounts shall be distributed in the following order: (1) first, to reimburse Defendants for Class Notice Expenses, (2) second, to increase the recovery, on a *pro rata* (proportionate) basis, of those Eligible Claimants whose claims were limited to 25%, and (3) in a manner directed by the Court.

Any relief involving the replacement of any Pella ProLine® Casement Window shall not extend the warranty period. The warranty period will continue to be determined by the Date of Sale of the Pella ProLine® Casement Window(s) that are the subject of the Eligible Claimant’s claim.

14. Can I seek relief for Eligible Damage after the close of the claims period?

If you satisfy all of the requirements to become an Eligible Extended Period Claimant, as described above, and if you seek relief for Eligible Damage that manifests after the close of the Claims Period, but within the maximum period for which the Settlement provides benefits, you are eligible to make a claim for warranty benefits or, for Windows purchased before 2007 that are between 10-15 years old, PSEP benefits (to be paid from Fund B of the Settlement Fund) under the terms of the Pella Limited Warranty and PSEP. If, during the Extended Claims Period, Defendants provide PSEP benefits up to the total amount of Fund B, they will not be obligated to provide further benefits to Settlement Class Members.

Pella, however, agrees to fully honor, and thus pay for, any warranty claims (not PSEP claims) through the year 2019 for Settlement Class Members that still have warranty claims. Pella *may* elect to continue providing PSEP Benefits to

some or all Settlement Class Members. Any unexpended amounts remaining in Fund B after the end of the Extended Claim Period shall revert to Pella.

Any relief involving the replacement of any Pella ProLine® Casement Window shall not extend the warranty period. The warranty period will continue to be determined by the Date of Sale of the Pella ProLine® Casement Window(s) that are the subject of the Eligible Claimants claim.

The benefits and relief afforded to Eligible Extended Period Claimants under the Settlement will be administered directly by Defendants, and not by the Notice and Settlement Administrator; Settlement Class Members may seek benefits during the Extended Claims Period by contacting the Pella Customer Service Department at 1-888-977-6387.

15. What are PSEP Benefits??

PSEP Benefits will provide the following services and benefits to Eligible Claimants that have established Eligible Damage:

1. Vintages covered
 - a. The program covers service related to wood durability of ProLine® transom, awning and casement windows manufactured from 1991 through 2006 and units of the same style and vintage sold in other channels such as the 250 Series and the 450 Series.
2. Benefit options in years 11 through 15 after Date of Sale
 - a. Branches will provide the customer the opportunity to purchase replacement product on a sliding percent-off basis (discount) as follows:

<u>Vintage</u>	<u>% off Current Retailer's List Price</u>
Year 11	45% off *
Year 12	40% off *
Year 13	35% off *
Year 14	30% off *
Year 15	25% off *

*per unit/Sash basis

- b. In addition, the branch may choose, in its sole discretion, to provide a similar discount on finishing and installation for customers in these situations.

HOW TO GET A PAYMENT OR OTHER BENEFITS

16. How do I get a payment or other benefits?

To obtain any benefits for Eligible Damage that existed or exists through June 20, 2018, you must follow the instructions included in the Claim Form. Claims Forms are available at www.pellawindowsettlement.com, by calling 1-866-658-6764; or (3) by writing to the Notice and Settlement Administrator, KCC Class Action Services at *Eubank v. Pella Corporation* Window Settlement Administrator, P.O. BOX 404041, Louisville, KY 40233-4041.

All Claim Forms, together with supporting documentation or information, must be mailed by first-class United States Mail, and postmarked no later than June 20, 2018, to the Notice and Settlement Administrator:

Eubank v. Pella Corporation Settlement Administrator
P.O. BOX 404041
Louisville, KY 40233-4041

You cannot submit your Claim Form and accompanying materials by telephone or on the internet.

If you meet the eligibility criteria provided above and you discover Eligible Damage after June 20, 2018, you must contact Pella Corporation's Customer Service Department at 1-888-977-6387 to determine if you are eligible for benefits under the Agreement.

17. What should I do if I move or change my address before I receive my payment?

If you change your address and want any payment owed to you at your new address, you should notify the Notice and Settlement Administrator of your new address either by visiting www.pellawindowsettlement.com and providing your new address or sending written notice of your change of address to the Pella Notice and Settlement Administrator at the address above. If you meet the eligibility criteria provided above and you discover Eligible Damage after June 20, 2018, you must contact Pella Corporation's Customer Service Department at 1-888-977-6387 to determine if you are eligible for benefits under the Agreement.

18. How and when will the Notice and Settlement Administrator process claims for benefits?

Validation of Claims for Benefits. For timely Claim Forms seeking benefits for Eligible Damage that existed or exists through June 20, 2018, the Notice and Settlement Administrator will evaluate those claims based on all the information and documentation you have provided. If you fail to provide all information, documents, or photographs required by the Claim Form and the Agreement, the Notice and Settlement Administrator will notify you in writing of your failure to do so. The missing information, documents, or photographs must be received by the Notice and Settlement Administrator (or postmarked) within 60 days from the postmarked date of that written notice of your failure to provide all necessary information, documents, or photographs. For claims made during the Extended Claims Period, the Notice and Settlement Administrator is not involved. Once a claim is made during the Extended Claims Period, steps will be taken to determine if the Extended Period Claimant has Eligible Damage.

Denial of Claims for Benefits. If your Claim Form and accompanying materials do not meet all of the requirements of the Settlement, your claim will be deemed invalid, the Notice and Settlement Administrator will deny your claim, you will not receive any reimbursement payment, and you will be informed in writing of that decision. For claims made during the Extended Claims Period, Pella will inform claimants if their claim has been denied.

Payment of Validated Claims for Benefits. If you submit a Claim Form seeking benefits for Eligible Damage during the Claims Period and the Notice and Settlement Administrator approves your Claim Form and accompanying materials as a valid claim, the Notice and Settlement Administrator will notify you that your claim has been approved, together with sending a check in the amount of any cash payment that is awarded.

For claims made during the Extended Claims period, Pella will make the determination as to whether or not your request for benefits complies with all the requirements in the Agreement. If your request does satisfy all the requirements of the Agreement, Pella will take steps so that you are provided the benefits to which you are entitled.

No Payment Until Appeal Exhaustion. If any notice of an appeal from the Final Approval Order or the judgment provided therein is timely filed by any party, objector, claimant, or other person, the Settlement will not be or become final or effective, Pella will have no obligation to make any payment, and the Notice and Settlement Administrator will make no payment to any Settlement Class Member, unless and until each such appeal has been finally adjudicated and the Final Approval Order, including the judgment therein, has been upheld in all respects by each such final adjudication.

19. What am I giving up to get a payment?

If the Settlement receives final judicial approval, it will result in a release by Named Plaintiffs and all members of the Settlement Class, including all their heirs, successors in interest, assigns, transferees and grantees (other than those members who timely request to be excluded from the Settlement Class in the manner described below in paragraphs 21, 22, and 23) of any and all past, present, future or potential Claims set forth in Section VIII (Releases) of the Agreement, including without limitation, all claims that Plaintiffs or any member of the Settlement Class ever had, now have, or may later claim to have at any time in the future whether known or unknown, arising out of or in any way relating to the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation, purchase of, or in any way relating to the Pella ProLine® Casement Windows, against (1) Pella Corporation and Pella Windows and Doors, Inc.; (2) any predecessors and successors in interest, any current or former parent corporations, subsidiary corporations, affiliates, and assigns of Defendants; (3) any companies acquiring any or all of Defendants' assets or capital stock; (4) any of Defendants' past or present, divisions, suppliers, distributors, dealers, or sales branches; (5) current or former officers, directors, shareholders, agents, representatives and employees of Defendants; and (6) insurers of any of the forgoing persons or entities. The

Settlement is intended to settle all claims covered by the releases in the Agreement. This includes all claims (known or unknown) of Settlement Class Members that arise in whole or in part out of or in any way relate to alleged defects in Pella ProLine® Casement Windows or to any alleged acts, omissions, transactions, or occurrences by Defendants, whether arising under federal, state, territorial, or local common law, statutes, ordinances, or regulations.

A copy of the Agreement and related exhibits and documents can be found at www.pellawindowsettlement.com. The Agreement and related exhibits and documents are also available for public inspection during regular business hours in the United States District Court for the Northern District of Illinois, Eastern Division, located at 29 S. Dearborn Street, Chicago, Illinois 60604.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment or other benefits from this proposed Settlement and you want to keep the right to sue Pella about the legal issues in this case, then you must take steps to get out of the Settlement. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

20. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive a payment or other benefits from this Settlement and you cannot object to the proposed Settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

21. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that the proposed Settlement resolves. You must exclude yourself from this Settlement Class to start your own lawsuit relating to the claims that the proposed Settlement resolves.

22. How do I get out of the Settlement?

To exclude yourself from the Settlement and Settlement Class, you must send a request for exclusion the Notice and Settlement Administrator that contains the following information:

- (1) The name of the lawsuit, *Kent Eubank et al. v. Pella Corporation et al.*, Case No. 06 C 4481;
- (2) Your full name and current address;
- (3) The name and address of your legal counsel, if any;
- (4) A specific statement that you own or owned a Structure or Structures in which Pella ProLine® casement windows manufactured between January 1, 1991 and December 31, 2009, have or had been installed and the addresses for each property;
- (5) A specific statement of your intention to exclude yourself from this lawsuit (for example, “Please exclude me from the Settlement Class in the Pella ProLine® Casement Window Litigation.”);
- (6) The date your Pella ProLine® brand casement, awning, and/or transom windows were installed and/or purchased (you may be asked to provide verification at a later date);
- (7) The date the building with your Pella ProLine® brand casement, awning, and or transom windows was constructed; and
- (8) Your signature and the date on which you signed it.

You must mail your request for exclusion postmarked by June 20, 2018 to:

Eubank v. Pella Corporation Settlement Administrator
P.O. BOX 404041
Louisville, KY 40233-4041

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in the case?

The Court designated Robert A. Clifford, of Clifford Law Offices; and George K. Lang of Lang Law Office as Lead Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for the services of Class Counsel. However, you may hire your own attorney, at your expense, to represent you

24. How will the administrative costs and attorneys' fees be paid?

Pella has agreed to pay separately the class notice expenses which include the costs of mailing the Class Notice. Class Administration expenses, including the costs of reviewing claims from the Claim Period and distributing any payments owed to Settlement Class, are to be paid out of Fund A of the Settlement. If the Settlement is approved by the Court, various counsel will apply to the Court for reasonable attorneys' fees and expenses of no more than nine million dollars to be awarded by the Court and to be paid separately by Pella. The Named Plaintiffs will apply to the Court for a Service Award for each Class Representative in the amount of up to \$25,000 each to be paid out of Fund A of the Settlement. The Court will determine the amount of the Service Award to be paid. If approved, the class administration expenses and the Service Award payments will be deducted from Fund A before making payments to Eligible Class members that submit valid Claim Forms.

OBJECTING TO THE SETTLEMENT

25. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to any part of the proposed Settlement. To do so, you or your own attorney must file with the Court, and send to the Notice and Settlement Administrator, Lead Class Counsel, and Defendants' counsel, a written objection and supporting papers that contain:

- (1) the name of this lawsuit, *Kent Eubank et al. v. Pella Corporation et al.*, Case No. 06 C 4481;
- (2) your full name and current address;
- (3) whether, on the date of your written objection, you own a home or formerly owned a home with Pella ProLine® Casement Windows manufactured by Pella from 1991 to 2009;
- (4) each specific reason for your objection;
- (5) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection;
- (6) your signature; and
- (7) the date of your signature.

If you choose to object to the Settlement, you must also make yourself available for deposition within 30 days of service of your objection.

Your objection must be sent to all of the addresses listed below so it is filed and postmarked no later than June 20, 2018.

COURT	SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court United States District Court Northern District of Illinois, Eastern Division 219 S. Dearborn Street, Chicago, IL 60604	<i>Eubank v. Pella</i> Corporation Settlement Administrator P.O. Box 404041 Louisville, KY 40233-4041	Robert A. Clifford Clifford Law Offices 120 N. LaSalle Street Suite 3100 Chicago, IL 60602	John P. Mandler Faegre Baker Daniels LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402

26. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to apply for any benefits under the Settlement because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

27. When and where will the Court decide whether to approve the Settlement?

On **September 14,** the Court will hold a public hearing in Courtroom 1425 of the United States District Court for the Northern District of Illinois, Eastern Division, located at 219 S. Dearborn Street, Chicago, Illinois 60604, to determine whether the Settlement Class was properly certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered. The Court also will consider various counsel’s application for an award of attorneys’ fees and expense reimbursement. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

28. Do I have to come to the hearing?

No. Lead Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but their attendance is not necessary.

29. May I speak at the hearing?

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Fairness Hearing. Objections must be filed with the Court, and separate copies served on Lead Class Counsel and Defendants’ counsel (service can be achieved by mailing copies first-class United States Mail or any other accepted method of service under the Federal Rules of Civil Procedure), no later than June 20, 2018. The addresses for Class Counsel and Defendants’ counsel are:

CLASS COUNSEL	DEFENDANTS’ COUNSEL
Robert A. Clifford Clifford Law Offices 120 N. LaSalle Street, Suite 3100 Chicago, IL 60602	John P. Mandler Faegre Baker Daniels LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402

GETTING MORE INFORMATION

30. How do I get more information?

This Notice summarizes the proposed Settlement. Full details are in the Agreement. You can view a copy of the Agreement and read a list of Frequently Asked Questions at www.pellawindowsettlement.com. You may also write with questions to *Eubank v. Pella Corporation* Window Settlement Administrator, P.O. BOX 404041, Louisville, KY 40233-4041 or send an e-mail to info@pellawindowsettlement.com. You can get a Claim Form at the website, or have a Claim Form mailed to you by calling 1-866-658-6764. If you wish to communicate directly with Lead Class Counsel, you may contact them at the addresses listed above in paragraph 26, or by e-mail at rac@cliffordlaw.com AND langlawoffice@att.net. You may also seek advice and guidance from your own private attorney at your own expense.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, PELLA, OR ANY PELLA WINDOW DEALER OR AGENT FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.