

If you are a current or former owner of a home or other structure that contains or contained MW Manufacturers, Inc.'s Vinyl-Clad Windows, you may qualify for benefits from a class action settlement.

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

- A settlement has been reached with MW Manufacturers, Inc. ("Defendant" or "MW") about allegedly defective MW brand vinyl-clad, wood-framed windows ("MW Vinyl-Clad Windows") manufactured from January 1, 1987 to May 23, 2014. The Settlement covers possible damage to class members' windows and property.
- The lawsuit alleges that the MW Vinyl-Clad Windows contain certain design and/or manufacturing defects that make them susceptible to wood rot, staining, warping or discoloration. Defendant denies these allegations and claims that there are no problems with the MW Vinyl-Clad Windows. The Court has not decided who is right.
- The brand names of the windows included in the Settlement are: V-Wood, Freedom (a/k/a "Freedom Clad" or "MW Clad"), Freedom 600 (a/k/a "Builder Series 600" or "Series 600"), Revere or Freedom 800 (a/k/a "Pro Series 800" or "Series 800"). The majority of the windows have been marketed under the trade name MW Manufacturers; however, some of the windows have been marketed under the trade name Ply Gem Windows.
- Class members who file valid claims will be paid for each MW Vinyl-Clad Window covered by the Settlement that had "Qualifying Damage". Payments will be calculated based on the proven damage to the window, the age of the window, the size of the window, the geographic region where the window is located, and whether the window that is subject to the claim was inside or outside its manufacturer's warranty period.
- 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 against the Defendant about legal claims regarding MW Vinyl-Clad 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 the Defendant about legal claims regarding MW Vinyl-Clad Windows.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case 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 file a valid and timely claim. Please be patient.

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BASIC INFORMATION

1. Why is this Notice being provided?

A 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 Rya Zobel of the United States District Court for the District of Massachusetts is overseeing this class action. The Settlement resolves the cases known as *Gulbankian et al. v. MW Manufacturers, Inc.*, Case No. 1:10-CV-10392-RWZ (D. Mass.), and *Hartshorn et al. v. MW Manufacturers, Inc.*, Case No. 3:12-CV-30122-RWZ (D. Mass.).

The persons who sued are called “Plaintiffs,” and the company being sued, MW Manufacturers, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs claim that MW’s Vinyl-Clad Windows contain certain design and/or manufacturing defects that make them susceptible to degrading prematurely leading to wood rot and staining, warping or discoloration. Plaintiffs bring specific claims under theories of breach of express warranty, breach of implied warranty, unjust enrichment, negligent misrepresentation, negligence, breach of the implied warranty of merchantability, and violation of the Massachusetts Consumer Protection Act, M.G.L. c. 93A §§ 2 and 9. Defendant denies Plaintiffs’ allegations and claims that there is nothing wrong with the MW Vinyl-Clad Windows. The Court has made no determination about the strengths or weaknesses of any of Plaintiffs’ contentions or any of Defendant’s defenses. Instead, Plaintiffs and the Defendant have entered into a Settlement to end the litigation.

3. Why is this a class action?

In a class action, one or more people called “Named Plaintiffs” (in this case John Gulbankian, Robert D. Callahan, Eric Hartshorn and Bethany Perry) sue on behalf of people who have similar claims. 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.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or the Defendant. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Defendant did anything wrong. The Defendant denies 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.

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

The Court decided that the Settlement Class includes all individuals or entities that own or have owned homes, residences, buildings or other structures physically located in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands that contain or have contained vinyl-clad wood-framed windows manufactured by MW from January 1, 1987 to May 23, 2014, including, but not limited to, double-hung, casement, awning, sliding, fixed, special shape, picture, transom and side light windows sold under the names V-Wood, Freedom

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(a/k/a “Freedom Clad” or “MW Clad”), Freedom 600 (a/k/a “Builder Series 600” or “Series 600”), Revere or Freedom 800 (a/k/a “Pro Series 800” or “Series 800”).

6. Are there exceptions to being included?

Yes. The following are not included in the Settlement: (a) All individuals and entities who submit timely and valid requests to be excluded from the Settlement Class pursuant to the terms of this Settlement Agreement and the Court’s Preliminary Approval Order; (b) All individuals and entities who have filed claims concerning a MW Vinyl-Clad Window in any court of law or before any other tribunal (including, without limitation, an arbitrator), if that claim has been resolved with a final judgment or order, whether or not favorable to the Claimant; (c) MW, any entity in which Defendant has a controlling interest, any entity which has a controlling interest in MW, and MW’s employees, officers, directors, legal representatives, assigns and successors; (d) Subrogees with subrogation claims arising from an insurance claim by a class member; and (e) The Judge to whom this case is assigned and any member of the Judge’s immediate family.

7. 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.MWManufacturersVinylCladWindowSettlement.com or call the toll free number, 1-866-752-0068. You may also write with questions to MW Manufacturers Vinyl Clad Window Settlement, PO Box 2995, Portland, OR 97208-2995 or send an e-mail to info@MWManufacturersVinylCladWindowSettlement.com.

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

In order to be eligible to file a claim to receive benefits, you must have suffered “Qualifying Damage.” The Settlement Agreement defines Qualifying Damage as “Level 1 Damage” or “Level 2 Damage.” These two terms are defined as follows:

“**Level 1 Damage**” means visible evidence of wood rot in the lower portion of a Window Frame of a MW Vinyl-Clad Window.

“**Level 2 Damage**” means visible evidence of staining, warping or discoloration of a Window Frame of a MW Vinyl-Clad Window.

“**Window Frame**” means the wooden frame of a MW Vinyl-Clad Window, including the jambs (the sides of the frame) and sill (the lowest or bottom part of the frame).

Wood rot in a MW Vinyl-Clad Window’s sash will be treated as Level 1 Damage for purposes of Level 1 Relief (In Warranty) only. Question 10 below explains the different types of Relief and how payments for eligible claims will be calculated.

In order to receive a payment you must file a Claim Form and provide the required documentation of your claim as described in Question 11 below.

You are not eligible to file a claim for a payment under this Agreement if: 1) you already settled or resolved your claim directly with the Defendant (except that you may submit a claim if it was not resolved through litigation resulting in a final judgment or dismissal, and if you did not sign a written release of the claim); 2) your claim is based upon a MW Vinyl-Clad Window that was manufactured either before or after the Class Period; or 3) you already received reimbursement from your insurer for the same window. (However, if the reimbursement you received from the insurer is less than the amount you would be entitled to under the Settlement you may be eligible to file a claim for the difference).

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members who file valid claims.

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9. What are the benefits of the Settlement?

The Parties have agreed on an amount of compensation that each Settlement Class Member with valid claims will receive for each covered window. The amount will be adjusted based on a calculator available on the settlement website that accounts for the specific size and age of the window and the geographic region of the structure containing the window.

The payment for a MW Vinyl-Clad Window with Qualifying Damage will be based on the percentages in the charts below. "Age of Window" is calculated from the date the window was manufactured to the date the complete Claim Form for the window is postmarked or otherwise received by the Claims Administrator. "Percentage of RS Means Recoverable" is the percentage of the agreed upon value which the Settlement Class Member will be paid.

10. How will payments be calculated?

Payments for valid Claims will be calculated as follows:

Level 1 Relief (In Warranty). The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 1 Damage where a Claim Form is postmarked or otherwise received by the Claims Administrator within the window's applicable Warranty Period.

<u>Age of Window</u>	<u>Percentage of RS Means Recoverable</u>
0 to 1 year	40% to 50%
1 to 2 years	37.5% to 47.5%
2 to 3 years	35% to 45%
3 to 4 years	32.5% to 42.5%
4 to 5 years	30% to 40%
5 to 6 years	27.5% to 37.5%
6 to 7 years	25% to 35%
7 to 8 years	22.5% to 32.5%
8 to 9 years	20% to 30%
9 to 10 years	17.5% to 27.5%

Payment for Level 1 Relief (In Warranty) claims will be subject to adjustment, depending on the number of valid claims received.

Level 1 Relief (Out of Warranty). The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 1 Damage where a Claim Form is postmarked or otherwise received by the Claims Administrator outside the window's applicable Warranty Period.

<u>Age of Window</u>	<u>Percentage of RS Means Recoverable</u>
10 to 15 years	10%
15 to 20 years	5%
Older than 20 years	2%

Level 2 Relief. The following schedule will be applied to calculate compensation for each MW Vinyl-Clad Window determined to have Level 2 Damage.

<u>Age of Window</u>	<u>Percentage of RS Means Recoverable</u>
0 to 5 years	7%
5 to 10 years	5%
10 to 15 years	3%
15 to 20 years	2%
Older than 20 years	1%

If you file a claim and are awarded Level 2 Relief for any MW Vinyl-Clad Window, you may later submit a new Claim Form seeking Level 1 Relief for the same window, provided that the amount of any Level 1 Relief received in this situation will be reduced by the value of any compensation or benefits previously received under this Settlement.

If you submit a Claim and receive a payment for Level 1 Relief (In Warranty) or Level 1 Relief (Out of Warranty) for any MW Vinyl-Clad Window, you may not later submit a new Claim Form seeking any additional relief for the same window.

HOW TO GET A PAYMENT OR OTHER BENEFITS

11. What do I need to do to file a Claim and receive a payment?

To receive a payment, you must properly complete a Claim Form and provide all photographs and other supporting documentation required by the Claim Form to the Claims Administrator on or before the Claim Deadline (which is the later of: (1) one year from the date the Settlement becomes final or (2) the period remaining on the window's Warranty Period).

Claim Forms can be downloaded at the settlement website, www.MWManufacturersVinylCladWindowSettlement.com, or you may contact the Claims Administrator by telephone at 1-866-752-0068, or in writing to the MW Claims Administrator, PO Box 2995, Portland, OR 97208-2995.

In order for your Claim to be valid, you must also submit the following photographs and other supporting documentation:

- a. One or more photographs of each exterior wall of the Structure that is the subject of a claim, sufficient to show the total number of windows in the Structure;
- b. One or more photographs showing the interior of each window that is the subject of a claim from a distance sufficient to show the location in the Structure of the window shown;
- c. A minimum of two photographs of each window that is the subject of a claim showing the condition of the Window Frame for which you seek a remedy under the Settlement, per the instructions that will be provided on the Claim Form;
- d. One or more photographs establishing the Structure's street number or address. Examples of sufficient verification include photographs of a mailbox with the Structure in the background or street number signage on the Structure.
- e. Verification that each window that is the subject of a claim is, in fact, a MW Vinyl-Clad Window. Examples of sufficient verification include: (1) photographs that demonstrate the window is a MW Vinyl-Clad Window, or (2) reliable and contemporaneous documentary proof of purchase and installation of a MW Vinyl-Clad Window, such as an invoice from a builder and evidence of payment or building inspection documents (bids are not acceptable);
- f. Verification of the Date of Manufacture for each window that is the subject of a claim; and
- g. Verification that you are the owner of the Structure at issue in the claim as of the date the claim is submitted, or have retained the right to make a claim through assignment as a prior owner. Examples of sufficient verification include: (1) a copy of property tax bills; (2) a copy of a declaration page from a policy of title or homeowners insurance; or (3) a copy of a mortgage statement.

If you are a former owner of the structure and wish to file a Claim Form, you must submit all of the photographs and other supporting documentation listed above in sections a-g as well as a written assignment agreement executed by you and the buyer of the Structure indicating that you retained the right to pursue a remedy against Defendant for damage to the window that is the subject of a claim. Settlement Class Members who have assigned their rights to former owners under this Section shall not be eligible to receive a payment under the Settlement.

When filing your Claim, you must make your best effort to submit photographs of sufficient quality to establish the condition of each window that is the subject of a claim so the nature and extent of any affected areas can be determined. All photographs should be labeled with your name and address, and should identify the location in the structure of the window shown. You must identify exactly what window is depicted in each photograph. You must cooperate with requests to provide any other information as reasonably is needed to determine if your Claim is valid.

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If you did not receive a Claim Form by mail, or if you need to obtain one or more additional Claim Forms, you should contact the Claims Administrator in any of the following ways: (1) by Internet by visiting the Claims Administrator's website, www.MWManufacturersVinylCladWindowSettlement.com; (2) by telephone by calling the Claims Administrator's toll-free telephone number, 1-866-752-0068; or (3) by United States Mail by writing to the MW Claims Administrator, PO Box 2995, Portland, OR 97208-2995.

You may not use a third-party claim filing service to file your claim. If you need assistance with filing your claim or have questions about the Claim Form, you may call the Claims Administrator at 1-866-752-0068. You may also contact any of the Class Counsel listed in Question 18 below. You may also hire your own attorney if you wish to assist you.

12. How and when will the Claims Administrator process claims for benefits?

The Claims Administrator will begin processing Claims after the Settlement is approved and becomes final. You will be notified in writing if you fail to submit all of the information, photographs and other supporting documentation required to be filed with your Claim Form. An explanation of what additional information, photographs or documentation you need to submit will be included in the deficiency letter. If you do not provide the requested information within thirty (30) days from the date of the deficiency letter, your claim will be denied.

If your Claim Form is received on time and is complete, the Claims Administrator will send you a notice accepting your Claim, and, if eligible, a payment.

13. What if my Claim is denied?

If your Claim is denied in whole or in part, you will have the right to appeal the denial to an "Independent Claims Reviewer." The following procedures will apply to all appeals:

- a. You will have thirty (30) days from the date of notice of the denial to request an independent review by the Independent Claims Reviewer;
- b. The Independent Claims Reviewer shall review the Claim Form and related information you, Class Counsel, the Claims Administrator or the Claims Reviewer may submit, and shall make a decision within forty-five (45) days of whether the Independent Claims Reviewer agrees with the Claims Reviewer's evaluation;
- c. The Independent Claims Reviewer may contact you, the Claims Administrator or the Claims Reviewer in connection with evaluating your claim;
- d. The Independent Claims Reviewer will provide a written decision with reasons for the decision. In reviewing your Claim, the Independent Claims Reviewer will review the record of your claim according to the Settlement Agreement;
- e. The Independent Claims Reviewer will only provide remedies allowed for by the Settlement Agreement, and will not award any other relief;
- f. The Claims Administrator will provide any remedy issued by the Independent Claims Reviewer;
- g. The Independent Claims Reviewer's decision will be final and binding, and no further review will be allowed.

The Independent Claims Reviewer will be selected by Class Counsel and Defendant, subject to the Court's approval. A denial of a claim for failure to submit all of the information, photographs and other supporting documentation required to be filed with your Claim Form is not appealable to the Independent Claims Reviewer.

14. What does it mean if I don't exclude myself from the Settlement?

Unless you exclude yourself from the Settlement as described below, you cannot sue or be part of any other lawsuit against Defendant about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for

benefits or do nothing at all, you will be releasing Defendant from all of the claims described and identified in sections 13.1 and 13.2 of the Settlement Agreement.

Unless you exclude yourself, the settlement will replace the remaining manufacturer's warranty, if any, for your MW Vinyl-Clad Window. Any remaining warranty for glass or hardware will not be affected by the settlement, even if you do not exclude yourself. For more detailed information regarding the settlement's effect on your warranties, please refer to section 5.29 of the Settlement Agreement.

The Settlement Agreement is available at www.MWManufacturersVinylCladWindowSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 18 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed Settlement and you want to keep the right to sue Defendant 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.

15. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself, you may not apply for any benefits under the Settlement and you cannot object to the proposed Settlement. If you ask to be excluded, however, you may be able to sue or be part of a different lawsuit against the Defendant in the future. You will not be bound by anything that happens in this lawsuit.

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

Unless you exclude yourself, you give up any right you may have to sue the Defendant 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 in this case.

17. How do I get out of the Settlement?

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

1. The name of the lawsuit, *Gulbankian et al. v. MW Manufacturers, Inc.*, Case No. 1:10-CV-10392-RWZ (D. Mass), and *Hartshorn et al. v. MW Manufacturers, Inc.*, Case No. 3:12-CV-30122-RWZ (D. Mass.);
2. Your full name, current address and telephone number;
3. A specific statement of your intention to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the MW Vinyl-Clad Window Litigation.");
4. If you have hired your own attorney, the name and address of your attorney; and
5. Your signature and the date on which you signed it.

You must mail your request for exclusion postmarked by **September 13, 2014** to:

MW Manufacturers Vinyl Clad Window Settlement
PO Box 2995
Portland, OR 97208-2995

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Agreement, if it receives final judicial approval.

You cannot ask to be excluded on the phone, by email, or at the website.

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THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?

The Court designated Charles J. LaDuca and Michael J. Flannery of Cuneo, Gilbert & LaDuca, LLP; Robert K. Shelquist of Lockridge, Grindal, Nauen, PLLP; Michael McShane of Audet & Partners, LLP; Charles E. Schaffer of Levin, Fishbein, Sedran & Berman; and Shawn J. Wanta of Baillon Thome Jozwiak & Wanta, LLP as “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.

19. How will the lawyers be paid?

Class Counsel may apply to the Court for an entry of an award of attorneys’ fees in an amount that will not exceed \$2 million, and costs in an amount not to exceed \$500,000, to be paid by Defendant. Defendant agrees not to oppose Class Counsel’s application for attorneys’ fees and costs that does not exceed those amounts. Class Counsel will also ask the Court to approve incentive awards of \$5,000 per Named Plaintiff, to be paid by Defendant. The Court will determine the amount of the incentive awards to be paid. Class Members will not be responsible for the fees and expenses of Class Counsel, and the payment of attorneys’ fees and expenses will not reduce the benefits to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

If you do not exclude yourself from the Class Settlement, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel’s application for an award of attorneys’ fees and expenses.

To exercise this objection right, a Settlement Class Member must provide written notice of the objection via first class mail to the Court, Class Counsel, and Defendant’s counsel to the addresses listed below. For an objection to be considered by the Court, it must be postmarked by **September 13, 2014**. For an objection to be considered by the Court, the objection must also set forth:

1. The name of the Lawsuit, *Gulbankian et al. v. MW Manufacturers, Inc.*, Case No. 1:10-CV-10392-RWZ (D. Mass), and *Hartshorn et al. v. MW Manufacturers, Inc.*, Case No. 3:12-CV-30122-RWZ (D. Mass.);
2. The objector’s full name, address and telephone number;
3. The address(es) of the Structure(s) that may contain a MW Vinyl-Clad Window;
4. An explanation of the basis upon which the objector claims to be a Settlement Class Member, including without limitation the basis on which the objector believes that his or her Structure contains a MW Vinyl-Clad Window;
5. All grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
6. The number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior such objections that were issued by the trial and appellate courts in each listed case;
7. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
8. Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
9. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
10. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
11. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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12. The objector's signature (an attorney's signature is not sufficient).

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. All objections must be mailed to each of the following addresses by **September 13, 2014**.

COURT	CLASS COUNSEL	COUNSEL FOR MW MANUFACTURERS, INC.
John Joseph Moakley United States Courthouse, 1 Courthouse Way Boston, MA 02210	Michael J. Flannery, Esq. Cuneo Gilbert & LaDuca, LLP 8120 Woodmont Avenue, Suite 810 Bethesda, Maryland 20814	Donald R. Frederico, Esq. Pierce Atwood LLP 100 Summer Street Boston, MA 02110

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

21. 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

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

On **October 29, 2014, at 2:00 p.m.**, the Court will hold a public hearing at the John Joseph Moakley United States Courthouse, located at 1 Courthouse Way, Boston, MA 02210, 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 accordingly. The Court also will consider Class Counsel's application for an award of attorneys' fees and expense reimbursement, incentive awards for the Named Plaintiffs, and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. You should check the settlement website for updates to the Fairness Hearing location, date and time. Settlement Class Members who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Settlement Class Members who object to the Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth above in Question 20.

23. Do I have to come to the hearing?

No. 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.

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GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions at www.MWManufacturersVinylCladWindowSettlement.com. You may also write with questions to MW Windows Settlement, PO Box 2995, Portland, OR 97208-2995 or send an e-mail to info@MWManufacturersVinylCladWindowSettlement.com. You can get a Claim Form at the website, or have a Claim Form mailed to you by calling 1-866-752-0068. You may also seek advice and guidance from your own private attorney at your own expense.

Please do not write or telephone the court, MW Manufacturers, Inc. or any MW Manufacturers, Inc. or Ply Gem Window dealer or agent for information about the class settlement or this lawsuit.