

If you are a current or former homeowner, or a contractor involved in the construction of a home or other structure with windows made by M.I. Windows, you may qualify for benefits from a class action settlement.

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

- The purpose of this notice is to inform you of a proposed Settlement of a class action lawsuit against M.I. Windows and Doors, LLC (“MIWD” or “Defendant”), relating to allegedly leaking tape glazed windows manufactured by MIWD between July 1, 2000, and March 31, 2010. The lawsuit is currently pending in the United States District Court for the District of South Carolina (The “Court”). The Settlement covers possible water leakage and damage to Class members’ windows and property.
- The Settlement includes windows branded as M.I. Windows and Doors, General Aluminum, Capitol, Better Built, Bridgewood, PrimeCel, Insight, BrynMawr II, Devon II, HomeMaker, New Bridge II, New Castle III or New Castle X. A list of all the included windows (“Windows” or “MIWD Product”) can be found in Paragraph __ below. The Settlement website (www.XXXXXXXXXX.com) has pictures of the Windows and detailed instructions on how to identify if your windows are included.
- Both current and former owners of homes with the included windows are part of the “Homeowner Class” and can file a claim for repair service, money damages, and/or other benefits online. You can also print out a paper Claim Form at the website or request on by calling 1-8XX-XXX-XXXX.
- In addition to the Homeowner Class, the Settlement also includes a “Contractor/Construction” Settlement Class and some Contractors and Developers may also file claims if they still own a home or other structure with MIWD Windows.
- This notice provides only a summary of the terms of the Settlement Agreement (which is available for review at the website). Capitalized terms in this notice have a specific, defined meaning. If the meaning of a capitalized term is not included in this notice, please refer to the Settlement Agreement for the meaning.
- Your legal rights are affected whether you act or do not act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	Submit a Claim Form seeking a cash payment, sash replacement, repair service and/or other benefits.
EXCLUDE YOURSELF	Get no benefits from the Settlement. This is the only option that allows you to start or continue a lawsuit against MIWD about legal claims regarding MIWD Product.
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	Give up your rights to sue MIWD about legal claims regarding MIWD Product.

These rights and options—and the deadlines to exercise them—are explained in this notice.

QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT [WWW.XXXXXXXXXXXXXXXXXX.COM](http://www.xxxxxxxxxxxxxxxxxx.com)
SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.

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BASIC INFORMATION

1. Why is this notice being provided?

A Court authorized this notice to inform you of the proposed Settlement of the 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 David C. Norton of the United States District Court for the District of South Carolina is overseeing the Action. The Settlement resolves the cases known as: *Johnson, et al. v. MI Windows and Doors, Inc.*, Case No. 11-cv-00167, and *Lakes of Summerville, LLC. V. MI Windows and Doors, Inc.* Case No. 12-cv-01297, and all other cases pending in the multidistrict litigation known as In re: MI Windows and Doors Products Liability Litigation, MDL 2333, assigned to the Honorable David C. Norton in the U.S. District Court for South Carolina, Charleston Division, collectively the “Action.”

The persons who sued are called “Plaintiffs,” and the company being sued, M.I. Windows and Doors, LLC. f/k/a M.I. Windows and Doors, Inc., and related entities, are referred to as “MIWD” or “Defendant.” Plaintiffs and MIWD are referred to together as the “Parties.”

2. What is this lawsuit about?

Plaintiffs allege that tape glazed Windows manufactured by MIWD between July 1, 2000 and March 31, 2010 contain defects that have caused water intrusion (leaking) and resulting damage to Windows and Plaintiffs' property; that some Window owners or former owners have paid for repairs or replacements of their Windows; and that some owners will require future repairs of their Windows. The Action asserts claims against MIWD for negligence, negligent misrepresentation, breach of contract, breach of express warranty, products liability, breach of implied warranty of merchantability, unjust enrichment, declaratory relief, violation of various state-based consumer fraud statutes, and common law fraud. The Action seeks monetary damages (money) from MIWD. MIWD denies Plaintiffs' allegations of wrongdoing and asserts numerous defenses to Plaintiffs' claims.

Plaintiffs and MIWD have entered into the Settlement to end the litigation. The Court has preliminarily approved a nationwide class action settlement provided for in the Settlement, but the Settlement will not actually take effect unless and until (a) it is finally approved by the Court after the public Fairness Hearing, which is described below in Paragraph 26, and (b) following the Fairness Hearing, the Court grants final approval of the Settlement and, after the entry by the Court of the Final Approval Order and the judgment therein, (i) no notice of appeal of the judgment or any order in the Action has been filed, (ii) the time provided for in the Federal Rules of Appellate Procedure to take any such appeal has expired, and (iii) any right to take any such appeal has been waived or otherwise lost, or each such appeal that has been taken has been finally adjudicated and the judgment and Final Approval Order have been upheld in all respects by each such final adjudication.

3. Why is this a class action?

In a class action, one or more people called “Named Plaintiffs” (in this case, Nadine Johnson, David R. Van Such, Craig Hildebrand, Joseph DeBlaker, Mike and Janeen Meifert, Manzoor and Sosi Wani, Gregory and Kristy Kathman, David Deem, John W. and Elizabeth D. McCubbrey, Daniel Kennedy, Charles Bradley, Jennifer and Scott McGaffin, Stevenson T. Womack, Alex Krueger, Noreen and Thomas Boettinger, Kerry Dewitt, Jamie Reed, John Oriolt, Jessica Zepeda, Larry Taylor, James Lovingood, Gail Loder, Jacqueline Ward, Jackie Vargas Borkouski, Arthur and Susan Ferguson; Patricia Lane, and Charles Bradley, and Lakes of Summerville, LLC) 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?

Both sides have agreed to the Settlement to avoid the risks and costs of further litigation. Further litigation would have potentially included more discovery and motions, class certification briefing, a class trial, and defending any verdict on appeal, a process that would have taken several years and presented a number of risks. The Parties engaged in extensive settlement negotiations with the assistance of mediators and the Court. The Settlement obtains for the Settlement Class members a process for obtaining certain relief, described below, without the attendant delays, risks, and expenses of a trial, appeal and efforts to recover on a judgment (if any). MIWD denies all legal claims in this case and does not admit any liability. Named Plaintiffs and their lawyers think the proposed Settlement is best for all Settlement Class Members.

5. What do all the capitalized terms mean?

The Settlement Agreement and this notice use a number of specific defined terms (such as "MIWD Product") that are capitalized. Some of these terms are defined in this notice, but if you are unsure of the meaning of a specific defined term please consult the Settlement Agreement for the definition. You may obtain a copy of the Settlement Agreement from www.xxx.com. You may also request a copy from the Claims Administrator by calling 1-xxx-xxx-xxxx, sending an e-mail to info@xxx.com, or writing to: Claims Administrator, PO Box xxx, City, State Zip-xxxx.

WHO IS INCLUDED 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 Settlement Class includes all Persons in the United States or its territories who own, owned, or have a legal obligation to maintain or repair a MIWD Product.

The Settlement Class contains a "**Homeowner Settlement Class**" and a "**Contractor/Construction Settlement Class**."

- A. The **Homeowner Settlement Class** includes all Persons that purchased or came into possession or ownership of (through assignment, transfer, or otherwise) Affected Property containing MIWD's Product as well as all Persons who have a legal obligation to maintain or repair MIWD Product.
- B. The **Contractor/Construction Settlement Class** includes all Persons (including contractors, developers, subcontractors, and others) who, while engaged in the business of residential construction, were involved in any respect in causing MIWD's Product to be acquired or installed into Affected Property. These Contractor/Construction Class Members who continue to own such Affected Property at the time of Notice may be entitled to a remedy.

"**Affected Properties**" means any real property, residential or commercial, with MIWD's Product installed and includes Multiple Unit Property(ies).

"**Person**" or "**Persons**" means any individual (such as a homeowner), legal entity, association, Multiple Unit Property Governing Body, or its successors.

Included within the Settlement Class are the legal representatives, heirs, successors in interest, transferees, and assignees of all such foregoing holders and/or owners of Affected Property, immediate and remote.

You may only file a Claim for specific MIWD Product as a member of one of the Classes (not both).

7. How do I know if I have the MIWD Product in my home?

MIWD Product includes the listed types of windows in the following Series, manufactured between July 1, 2000 and March 31, 2010 :

	Series	Material	Manufacturer	Window Type	
1.	155/255/355	Aluminum	MIWD	Fixed	
2.	165/175	Aluminum	MIWD	Fixed/Single Hung ("SH")/Horizontal Slider ("HS")	
3.	450/650/850	Aluminum	MIWD	Fixed/SH/HS	
4.	455	Aluminum	MIWD	Fixed/SH	
5.	930/2000	Aluminum	MIWD	Fixed	
6.	955	Vinyl	MIWD	Fixed	
7.	995	Vinyl	MIWD	Fixed	
8.	1200	Vinyl	MIWD	Fixed/SH/HS	
9.	1300	Vinyl	MIWD	Fixed/SH	
10.	1400	Vinyl	MIWD	Fixed/Awning/Basement/Casement/Double Hung ("DH") /HS	
11.	1500	Vinyl	MIWD	Fixed/DH	
12.	1600	Vinyl	MIWD	Fixed/Awning/Casement/DH/HS	
13.	1700	Vinyl	MIWD	Fixed/Awning/Basement/Casement/DH/HS	
14.	3500	Vinyl	MIWD	Fixed/SH/HS/Reinforced	
15.	4250	Vinyl	MIWD	Fixed/Awning/Basement/SH/HS/Reinforced	
16.	4300	Vinyl	MIWD	Fixed /SH/Reinforced	
17.	4550	Vinyl	MIWD	Fixed/DH/HS	
18.	5000	Vinyl	MIWD	Fixed/SH/HS	
19.	6000	Vinyl	MIWD	Bay/Bow	
20.	6250	Vinyl	MIWD	Fixed/SH	
21.	6350	Vinyl	MIWD	Fixed/SH	
22.	7000	Vinyl	General Aluminum ("GA")	Fixed/HS/SH/Casement	
23.	7500	Aluminum	MIWD	Fixed/HS	
24.	8500	Vinyl	MIWD/GA	Fixed/SH/HS/Reinforced	
25.	9555	Vinyl	MIWD	Fixed/DH/Reinforced	
26.	9600	Vinyl	MIWD	Fixed/Awning	
27.	9700	Vinyl	MIWD	Fixed/Casement	
28.	9880	Vinyl	MIWD	Fixed/HS	
29.	9900	Vinyl	MIWD	Basement	
30.	BB650	Aluminum	MIWD	Fixed	
31.	Bridgewood	Cellular	MIWD	Fixed/Awning/Casement/DH	
32.	PrimeCel	Cellular	MIWD	Fixed/Awning/Casement/DH	
33.	Insight	Cellular	MIWD	Fixed/Awning/Casement/DH	
34.	BrynMawr III	Vinyl	MIWD	Fixed/Casement/DH/HS	
35.	Devon II	Vinyl	MIWD	Fixed/HS	
36.	HomeMaker	Vinyl	MIWD	Fixed/Casement/DH/HS	
37.	New Bridgell	Vinyl	MIWD	Fixed/SH	
38.	New Castle III	Vinyl	MIWD	Fixed/Basement/Casement/DH/HS	
39.	New Castle XT	Vinyl	MIWD	Fixed	
40.	P175	Hybrid	MIWD	Fixed/SH/HS	
41.	TX165	Aluminum	MIWD	Fixed/SH/HS	
42.	910	Vinyl	MIWD	Fixed	
43.	3250	Vinyl	MIWD	SH Fixed HS	

Further information on how to identify these Windows can be found on the Settlement website, including photographs and detailed product descriptions.

8. Are there exceptions to being included?

Excluded from this Settlement are: (1) Persons who have previously settled and released their claims against MIWD, had their claims dismissed in court, or accepted a final remedy from MIWD, (2) employees of MIWD, (3) the Judge and

court personnel overseeing the Action, (4) all governmental entities, and (5) all Persons who, in accordance with the terms of this Agreement, properly execute and timely file during the Opt-Out Period a request for exclusion (as described in Paragraph ___) from the Settlement Class;

9. 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.xxx.com or call the toll free number, 1-xxx-xxx-xxxx. You may also write with questions to Epiq Class Action & Claims Solutions, Inc., a third-party administrator paid by MIWD (the "Claims Administrator" and "Appeal Adjudicator"), at PO Box xxx, City, State Zip-xxxx or send an e-mail to info@xxx.com.

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

Members of the Settlement Class who are able to demonstrate the following can file a Claim for benefits .

Homeowner Settlement Class A Eligibility: Class A Eligible Members are current Homeowners with Windows who have Visible Residue Lines, leaking lower window joints (upstand legs), or various other qualifying glazing or mullion leaks ("the Identifiable Conditions" described below) and one or more instances of Eligible Consequential Water Staining or Water Damage that is Reasonably Attributable to an Identifiable Condition.

Homeowner Settlement Class B Eligibility: Class B Eligible Members are current Homeowners with a Window that exhibits a Visible Residue Line but who have not experienced Eligible Consequential Water Staining or Water Damage.

Homeowner Settlement Class C Eligibility: Class C Eligible Members are current or former Homeowners that paid for repairs or replacement of Windows as a result of Consequential Water Damage prior to notice of this Settlement.

Contractor/Construction Class Eligibility: Eligible Contractor/Construction Class Members are Persons who currently own Affected Property with MIWD Product and have Eligible Consequential Window Damage that is Reasonably Attributable to an Identifiable Condition.

"Identifiable Condition(s)" means any of the following physical manifestations that are observable by normal human senses, without the use or aid of any detection equipment and observable through Photographs or Video submitted with the Claim Form:

- A. Visible Residue Line: Visually apparent sediment, crud, or discoloration (not dust) immediately above or below the lift rail portion of the operable sash that appears at one or more locations with a total length of 4 inches or more.
- B. Staining at upstand leg joint, leaking at upstand leg joint, or unsealed upstand leg joint (sill joints).
- C. Water penetration through Window glazing of picture, fixed, or other non-operable Windows.
- D. Interior water penetration through a horizontal or vertical mullion between Windows.

"Consequential Water Damage" means degradation or other loss of integrity of the Substrate around the sill of a Window, including swelling, warping, softness or crumbling, that is beyond the Window frame itself and that is Reasonably Attributable to an Identifiable Condition.

"Consequential Water Staining" means discoloration of finish surface(s) of the sill, stool, trim, wall, jamb reveal, or other component of the Affected Property, emanating from and commencing within an eight (8) inch radius of the bottom of a Window (except for water staining caused by horizontal mullion leaks) yet beyond the Window frame itself that can be repaired without replacement of the Substrate and that is Reasonably Attributable to an Identifiable Condition. "Consequential Water Staining" does not include (1) any mildew or discoloration that can be removed with a damp cloth and non-abrasive household cleaner.

Examples of the Identifiable Conditions and Consequential Damages can be found on the Settlement website.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

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

11. What are the benefits of the Settlement to the Homeowners Class?

The Settlement provides a variety of benefits depending on which Class(es) you file claim under.

Homeowner Settlement Class A Benefits:

Repair Relief: Class A Eligible Members (who are current Homeowners with Windows who have one or more instances of Eligible Consequential Water Staining or Water Damage) may file a repair Claim for each Window that has an Identifiable Condition(s):

- A. Visible Residue Line: Except as provided directly below (1 and 2), MIWD shall Cap Seal (repair with sealant) or supply a New Sash (at MIWD's option) for each Window with a Visible Residue Line:
 1. However, each MIWD Window demonstrating Consequential Water Staining or Water Damage will receive a sash replacement.
 2. Additionally, Class A Eligible Members who have at least one Window with a Visible Residue Line and resulting Consequential Water Damage can choose to buy additional New Sashes at \$35 per sash (inclusive of shipping) for each additional Window that demonstrates a Visible Residue Line without Consequential Water Damage. This sash price is at or below MIWD's cost to manufacture and ship the sash.
- B. Staining at upstand leg joint (bottom corners of window frame), leaking at upstand leg joint, or unsealed upstand leg joint (sill joints): MIWD will Repair With Sealant each Window.
- C. Water penetration through Window glazing of picture, fixed, or other non-operable Windows: MIWD will Cap Seal each Window with water penetration through Window glazing.
- D. Interior water penetration through a horizontal or vertical mullion between windows: MIWD will Repair With Sealant each mullion with interior water penetration.

During the process of making repairs to any Window with an Identifiable Condition, MIWD will replace any failed insulated glass unit ("IGU") through sash replacement or reglazing.

All repairs and replacements listed in Paragraphs A through D above are warranted for two years from the date of repair or shipment of replacement part(s) or, in the case of Original Homeowners who have not received a Consequential Damage Payment, the balance of the Original Express Written Warranty, whichever is longer. The terms of this warranty are set forth in the Settlement Agreement.

Consequential Damage Compensation: Class A Eligible Members (who are current Homeowners with Windows who have one or more instances of Eligible Consequential Water Staining or Water Damage) may file a Claim for one of the following Consequential Damage Compensation payments per Affected Property:

- A. \$250 for Consequential Water Staining at up to two separate openings; or
- B. \$500 for: (1) Consequential Water Staining at three or more separate openings or (2) Consequential Water Damage resulting in Degradation of Building Materials (i.e., more than just staining to finishes) that are within eight (8) inches of the Window sill at a single Window; or
- C. Up to \$2,500 for Extensive Consequential Water Damage resulting in Degradation of Building Materials commencing within and extending more than eight (8) inches beyond the Window sill at a single Opening, or Degradation of Building Materials within eight (8) inches of the Window sill in seven (7) or more Openings. Eligibility for this relief requires submission of Photographic Proof or Video Proof demonstrating Extensive Consequential Water Damage, an estimate from a Qualified Contractor, and a Qualified Contractor causation statement establishing that the Extensive Consequential Water Damage is Reasonably Attributable to an Identifiable Condition.

Homeowner Settlement Class B Benefits:

For each Window evidencing a Visible Residue Line, Class B Eligible Members may file a Claim for a repair (by Cap Seal, re-glazing, or a New Sash, at MIWD's option), with a two year warranty on the repair measured from the date of repair or shipment of the New Sash, or, in the case of Original Homeowners, the balance of the Original Express Written Warranty, whichever is longer. The terms of this warranty are set forth in the Settlement Agreement.

Homeowner Settlement Class C Compensatory Benefits:

Class C Eligible Members may file a Claim for reimbursement for prior repair of Consequential Water Damage up to \$1,250 per Affected Property. Claimants can participate in Class C recovery in addition to Class A or Class B recovery (file a Claim for both categories) provided they do not receive a double recovery on any condition or damage. Total Consequential Damage Compensation per Affected Property shall not exceed \$3,750 (\$1,250 + \$2,500).

12. What if I'm a Homeowner and my Windows are still under warranty?

Original Homeowners who did not receive a Consequential Damage Payment as set forth in Class A (above) may, individually, submit a warranty claim to MIWD (but may not pursue any other type of common law or statutory claim, regardless of legal theory) for any MIWD Product or MIWD Product Component as covered under the Original Express Written Warranty applicable to their MIWD Product. Each such warranty claim must be submitted during the Applicable Warranty Period as set forth in the Original Express Written Warranty applicable to their MIWD Product. If MIWD accepts a warranty claim, then MIWD's sole obligation shall be to repair the MIWD Product or MIWD Product Component or provide replacement parts, using reasonably available functionally equivalent parts and materials, at its sole option.

Original Homeowners who receive a Consequential Damage Payment as set forth in Class A (above) may, individually, submit a warranty claim to MIWD (but may not pursue any other type of common law or statutory claim, regardless of legal theory) for any MIWD Product or MIWD Product Component as covered under the Original Express Written Warranty applicable to their MIWD product.. In this circumstance, a warranty claim must be submitted within two (2) years of the date that notice of the Settlement is first published. If MIWD accepts a warranty claim, then MIWD's sole obligation will be to repair the MIWD Product or MIWD Product Component or provide replacement parts, using reasonably available functionally equivalent parts and materials, at its sole option. .

Subsequent Homeowners may individually submit a warranty claim with MIWD (but may not pursue any other type of common law or statutory claim, regardless of legal theory) for any MIWD Product or MIWD Product Component as warranted under the Original Express Written Warranty applicable to their MIWD Product (as though they were an Original Homeowner). In this circumstance, a warranty claim must be submitted within sixteen (16) months of the date that notice of the Settlement is first published. If MIWD accepts a warranty claim, then MIWD's sole obligation shall be to repair the MIWD Product or Product Component or provide replacement parts, using reasonably available functionally equivalent parts and materials, at its sole option.

In each of the three foregoing instances, these warranty claims must be submitted to MIWD pursuant to the Settlement Agreement and may not be filed in any court of law or any other forum. If the Homeowner Settlement Class Member disagrees with MIWD's determination in any respect, the Homeowner Settlement Class Member may appeal to the Appeal Adjudicator. The Appeal Adjudicator's decision shall be final and binding and the Appeal Adjudicator may not provide any relief other than repair of the MIWD Product or MIWD Product Component or provision of replacement parts. The Homeowner Settlement Class Member will have no other remedy of any sort.

13. What are the benefits of the Settlement to the Contractor/Construction Class?

Under the Settlement, an Eligible Contractor/Construction Settlement Class Member who currently owns Affected Property with MIWD Product and has Eligible Consequential Window Damage will qualify for and be entitled to elect either a repair **or** a Consequential Damage Payment.

Repair Relief: If repair is elected, Eligible Contractor/Construction Settlement Class Members will be entitled to the following relief for each MIWD Window evidencing the Identifiable Condition(s):

- A.** Visible Residue Line: MIWD shall Cap Seal or supply a New Sash (at MIWD's option) for each Window evidencing a Visible Residue Line.
- B.** Staining at upstand leg joint, leaking at upstand leg joint, or unsealed upstand leg joint (sill joints): MIWD will Repair with Sealant each Window evidencing this Identifiable Condition.
- C.** Water penetration through Window glazing of picture, fixed, or other non-Operable Windows: MIWD will Cap Seal each Window evidencing water penetration through Window glazing.

- D. Interior water penetration through a horizontal or vertical mullion between windows: MIWD will Repair With Sealant each mullion evidencing interior water penetration.

During the process of making repairs to any Window with an Identifiable Condition, MIWD will replace any failed IGU through sash replacement or reglazing. All repairs and replacements (as defined in (a) through (d) above) are warranted for two years from the date of repair or shipment of replacement part(s). The terms of this warranty are set forth in the Settlement Agreement.

Consequential Damage Compensation: If compensation is elected, Eligible Contractor/Construction Settlement Class Members may file a Claim for one of the following Consequential Damage Compensation payments per Affected Property:

- A. \$250 for Consequential Water Staining at up to two separate openings; or
- B. \$500 for (1) Consequential Water Staining at three or more separate openings or (2) Consequential Water Damage resulting in Degradation of Building Materials that are within eight (8) inches of the Window sill at a single Window; or,
- C. Up to \$2,000 for Extensive Consequential Water Damage resulting in Degradation of Building Materials commencing within and extending more than eight (8) inches beyond the Window sill at a single Opening, or Degradation of Building Materials within eight (8) inches of the Window sill in seven (7) or more Openings. Eligibility for this relief requires submission of Photographic Proof or Video Proof demonstrating Extensive Consequential Water Damage, an estimate from a Qualified Contractor, and a Qualified Contractor causation statement establishing that the Extensive Consequential Water Damage is Reasonably Attributable to an Identifiable Condition.

14. What if I'm a Contractor and my Windows are still under warranty?

Contractor/Construction Settlement Class Members who currently own Affected Property with MIWD product and did not experience any Eligible Consequential Damage prior to the end of the Claims Period for Eligible Contractor/Construction Settlement Class Members may, individually, submit a warranty claim to MIWD, if applicable, (but may not pursue any other type of common law or statutory claim, regardless of legal theory) for any MIWD Product or MIWD Product Component as warranted under the Original Express Written Warranty applicable to their MIWD Product or MIWD Product Component, and shall not be required to provide proof of reliance.

Each such warranty claim must be submitted during the Applicable Warranty period as set forth in the Original Express Written Warranty applicable to their MIWD Product or MIWD Product Component. If MIWD accepts a warranty claim, then MIWD's sole obligation shall be to repair the MIWD Product or MIWD Product Component or provide replacement parts (at its sole option). The Contractor/Construction Settlement Class Member will have no other remedy of any sort. Any and all warranty claims must be filed with MIWD and cannot be filed in any court of law or any other forum. If the Contractor/Construction Settlement Class Member disagrees with MIWD's determination in any respect, the Contractor/Construction Settlement Class Member can appeal to the Claims Administrator. The Claims Administrator's decision shall be final and binding and the Claims Administrator cannot provide any relief other than repair of the MIWD Product Component or provision of replacement parts.

15. Are there any exceptions to the benefits?

Yes. The benefits provided by the Settlement DO NOT cover any damage if the following factors (called "Challenge Factors") are present:

- A. Evidence of water infiltration commencing more than 8 inches above the Identifiable Condition;
- B. Observable Window product damage caused by, e.g., abuse or violent acts of nature, etc., that more likely than not caused the claimed Damages;
- C. Substantial evidence that the claimed Damages are more likely than not due to water infiltration from another source, not related to the Window;
- D. Patent installation errors that appear more likely than not to have caused the claimed Damages, or the use of non-MIWD mull products or methods to mull the windows;
- E. An observable water staining or water damage pattern appearing in the Substrate at the top of an Opening which more likely than not caused the claimed Damages. Observable water staining or water damage does not

need to extend to or be continuous with the Window sill in order for this Challenge Factor to apply. With respect to claimed Damages that are immediately adjacent to and touching the Identifiable Condition, this Challenge Factor shall apply only if there is substantial evidence that this Challenge Factor more likely than not caused such claimed Damages.;

- F. With respect to aluminum Windows only, claimed Damages that more likely than not are caused by condensation, as evidenced by uniform water staining or uniform water damage across the stool or sill immediately adjacent to the Window sill.

The existence of a Challenge Factor precludes compensation for claimed Damages that are more likely than not attributable to the Challenge Factor than to the Identifiable Condition. However, where a Claimant has both claimed Damages that are more likely than not attributable to an Identifiable Condition and claimed Damages that are more likely than not attributable to a Challenge Factor at the same Opening, the Claimant is still entitled to compensation for the claimed Damages that are more likely than not attributable to the Identifiable Condition.

HOW TO FILE A CLAIM FOR REPAIR, PAYMENT, OR OTHER BENEFITS

16. How do I file a Claim for benefits?

To get benefits to which you may be eligible under the Settlement Agreement, you must submit a Claim Form. You can file your Claim online at www.XXXXXXXXXXX.com. A paper Claim Form is included with this Notice packet that you may fill out and submit along with supporting documentation by mail. You can also get a paper Claim Form by:

- Calling this toll-free number: _____ and requesting that a Claim Form be mailed to you;
- Downloading the form online at www.XXXXXXXXXXX.com; or
- Writing to the Claims Administrator at _____ and requesting that a Claim Form be mailed to you.

Your completed Claim Form, together with supporting documentation or information, must be filed on or before the following Claim Deadlines. Proof of timeliness will be established by postmark or, for electronic mail, by date stamp. The Claims Deadlines are as follows:

Homeowners With Covered Leaks and/or Damage (Classes A and B): Month Day, 2015.

Homeowners With Prior Unreimbursed Repairs (Class C): Month Day, 2015.

Contractor/Construction Class: Month Day, 2015.

If you do not submit your Claim Form before the Deadline you will be barred from receiving benefits from the Settlement.

The Claim Form will ask you for detailed information about the MIWD Product that is the basis of your Claim. You may be asked to include proof of ownership of the property in which the window(s) are installed and proof that the window is a MIWD Product and that the claimed damage did occur (which may include photographic or video proof). Some Claims (claims for Extensive Consequential Water Damage) may require an inspection and statement from a "Qualified Contractor" in order to be considered valid. The Claim Form includes detailed instructions for each Class of Claim, including all documentation that you must provide. The Settlement website features product descriptions and photos and examples of the types of documentation that the Claim Form will ask you to provide. You should visit the website and review these before filling out your Claim form.

Claim Forms can be filed online at the Settlement website. You may also submit your Claim Form together with supporting documentation or information, as applicable, via email to _____ or by mail, postage prepaid, to the Claims Administrator:

M.I. Windows and Doors, Inc., Class Action Settlement
Claims Administrator PO Box _____
City, State, Zip

You cannot submit your Claim Form and accompanying materials by telephone.

17. How will the Claims Administrator process claims for benefits?

The Claims review process is summarized here. You should read the Settlement Agreement (available at the website) for complete detail on the Claims review process. The Claim Form also includes guidance on how your Claim will be reviewed.

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

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

For some approved Claims, MIWD may ask that an inspection be made (see “Inspections” below). MIWD may also appeal the Claims Administrator’s decision to approve a Claim.

Claimant Appeals: A Claimant will have 30 days following a notice that their Claim was denied (in whole or in part) to appeal that decision to the “Appeal Adjudicator.” If your Claim is denied, you will be notified of the process to appeal. There will be specific time periods to submit your appeal along with any additional documentation you may want to submit. Determinations of the Appeal Adjudicator will be final and not appealable.

Inspections: If MIWD requests an inspection, it will be arranged by the Claims Administrator who will contact you. The inspection will strictly follow the guidelines set out in the Settlement Agreement. Failure to allow an inspection may result in denial of your Claim. Claimants will not pay anything for the inspections.

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

18. What am I giving up to get Settlement Benefits?

If the Settlement becomes final, Settlement Class members who submit a Claim or do nothing at all will be releasing MIWD from all of the Released Claims identified in Section A, Paragraph 64 of the Settlement Agreement. This means you will no longer be able to sue MIWD regarding any of the claims described in the Settlement Agreement. You will be able to file a Claim for settlement benefits or a future warranty claim as provided for in the Settlement Agreement.. The Settlement Agreement is available at www.XXXXXXXXXXXXXX.com.

The Settlement Agreement provides detail (in Sections K and L) 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 Settlement Class listed in the section “The Lawyers Representing You” 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 Settlement and you want to keep the right to sue MIWD regarding the legal issues in this Action, 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.

19. If I exclude myself, can I get anything from this 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 sue or be part of a different lawsuit against MIWD in the future. You will not be bound by anything that happens in this lawsuit.

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

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

21. 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:

- A. The name of the lawsuit: Homeowner Class exclusions should reference *Johnson et al. v. M.I. Windows and Doors, Inc.*, Case No. 11-cv-00167 (D.S.C); Contractor/Construction Class exclusions should reference *Lakes of Summerville, LLC v. M.I. Windows and Doors, Inc.*, Case No. 12-cv-01297;
- B. Your full name and current address;
- C. The name and address of your attorney, if any;
- D. A statement that you own or owned Affected Property in which MIWD's Product has or had been installed and the address for that property;
- E. A specific statement of your intention to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the MI Windows and Doors Window Litigation.");
- F. If you are a condominium association, homeowner association, or similar entity responsible for a Multiple Unit Property, then assert and submit proof that you are responsible for the Windows as opposed to the individual owners. In the event of a dispute between a Multiple Unit Property governing body and an individual owner, the Court shall determine the scope and validity of the Opt-out.
- G. Your signature and the date on which you signed it.

You must mail your request for exclusion postmarked by **Month DD, 201__** to:

Claims Administrator
PO Box xxx
City, State Zip-xxxx

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.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

The Court designated **For the Homeowners Class:** Daniel K. Bryson of Whitfield Bryson & Mason, LLP, as Lead Counsel, and Justin O. Lucey of Justin O'Toole Lucey, P.A., as Liaison Counsel, and for the **Contractor/Construction Class:** H. Blair Hahn of Richardson, Patrick, Westbrook & Brickman, LLC as Lead Counsel, and Katie McElveen of Richardson, Patrick, Westbrook & Brickman, LLC as Liaison Counsel (together, "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.

If you do not exclude yourself from the Settlement Class in the manner described above in Paragraph ___, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for the services of Class Counsel. If you wish to remain a Settlement Class Member, but you do not wish to be represented by Class Counsel, you may hire your own attorney to represent you. If you do not exclude yourself from the Class Settlement, you will continue to be a Settlement Class Member, even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

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

MIWD has agreed to pay the costs of the notice and claims administration and of distributing any payments owed to Settlement Class Members pursuant to the Settlement. If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses of no more than nine million forty-five thousand dollars (\$9,045,000) to be awarded by the Court and paid by MIWD. (details regarding the separate petitions by Homeowner Class Counsel and Contractor/Construction Class Counsel may be found in the Settlement Agreement post at xxxxx.xxx. The Named Plaintiffs will apply to the Court for an incentive award to be paid by MIWD. Class Counsel has recommended a service fee of \$5,000 (Five Thousand Dollars) per current Named Homeowner Plaintiff (one fee per house for Named Homeowner Plaintiffs) and Named Contractor/Construction Plaintiff. The Court will determine the amount of the incentive award to be paid. Settlement 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.

MIWD will not be responsible for any cost that may be incurred by, on behalf of, or at the direction of the Settlement Class Members, their counsel, or Class Counsel in (a) responding to inquires about the Settlement, the Agreement, or the lawsuit; (b) defending the Agreement or the Settlement against any challenge to it; (c) defending against any challenge to any order or judgment entered pursuant to the Settlement or the Agreement; or (d) completing the Claims Process.

OBJECTING TO THE SETTLEMENT

24. 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 do so, you or your own attorney must file with the Court, and send to the Court, Class Counsel, and MIWD's counsel, a written Notice of Intent to Object that contains:

- A. The name of the lawsuit. Homeowner Class objectors should reference *Johnson et al. v. M.I. Windows and Doors, Inc.*, Case No. 11-cv-00167 (D.S.C.); Contractor/Construction Class objectors should reference *Lakes of Summerville, LLC. v. M.I. Windows and Doors, Inc.*, Case No. 12-cv-01297;
- B. A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel. If you intend to appear at the Final Approval Hearing through counsel, include the name, address and phone number of counsel;
- C. A detailed statement of the specific legal and factual bases for each and every objection;
- D. A list of any witnesses and photocopies of exhibits which the objector intends to introduce at the Final Approval Hearing, if any; and
- E. Your signature, verifying under penalty of perjury, that you are a member of the Settlement Class and the address of the Affected Property.

Objections must be filed with the Court, and separate copies served on Class Counsel and MIWD's counsel by first-class United States Mail at the addresses below, no later than **Month DD, 201__** [DATE 65 days after Preliminary Approval Order].

Court	Class Counsel -Homeowners	Class Counsel –Contractors	Counsel for Defendants
Clerk of the Court United States District Court for the District of South Carolina Hollings Judicial Center, 83 Meeting Street, Charleston, South Carolina 29401	Justin Lucey 415 Mill Street Post Office Box 806 Mount Pleasant, SC 29465 Daniel K. Bryson Whitfield Bryson & Mason LLP 900 W. Morgan Street Raleigh, NC 27603	H. Blair Hahn Katie McElveen Richardson, Patrick, Westbook & Brickman, LLC 1037 Chuck Dawley Blvd. Building A Mount Pleasant, SC 29464 Walter H. Bundy 1037 Chuck Dawley Blvd, #100 Mt. Pleasant, SC 29464	Richard A. Farrier K&L Gates LLP 134 Meeting Street Suite 200 Charleston, SC 29401

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.

25. 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

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

On **Month Day, 201__**, at _____ [time], the Court will hold a public hearing in Courtroom _____ of the United States District Court for the District of South Carolina located at the Hollings Judicial Center, 83 Meeting Street, Charleston,

South Carolina 29401, to determine whether the Settlement Class should be 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 Counsels' application for an award of attorneys' fees and expense reimbursement and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class, so you should check the Settlement website for updates. 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 Paragraph 24

27. 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.

GETTING MORE INFORMATION

28. 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.xxxxxxxx.com. You may also write with questions to the Claims Administrator, Epiq Class Action & Claims Solutions, Inc [street address], _____ [city], _____ [state and zip], or send an e-mail to info@xxx.com. You can file a Claim online, get a paper Claim Form at the website or have a Claim Form mailed to you by calling 1-xxx-xxx-xxxx. If you wish to communicate directly with Class Counsel, you may contact them by e-mail at **Homeowner's Class Counsel:** dan@wbmlp.com, jlucey@lucey-law.com; **Contractor/Construction Class Counsel:** bhahn@rpwb.com, kmcelveen@rpwb.com. You may also seek advice and guidance from your own private attorney at your own expense.

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

DRD