

If you purchased certain Rust-Oleum Restore products, you may be eligible for a payment from a class action settlement.

Restore Products Include Deck & Concrete Restore, Deck Restore, Concrete Restore, and Restore 10X

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A \$9.3 million settlement has been reached with Rust-Oleum in a class action lawsuit about whether certain Restore Products are defective (the “Settlement”).
- You may be included in the Settlement and eligible for a payment if you purchased Deck & Concrete Restore, Deck Restore, Concrete Restore, or Restore 10X (“Restore Products”).
- Your legal rights are affected whether or not you act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue Rust-Oleum in a separate lawsuit about the claims this Settlement resolves.
EXCLUDE YOURSELF	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Rust-Oleum related to the legal claims this Settlement resolves. But if you exclude yourself, you will no longer be eligible to receive a payment from this Settlement.
OBJECT	You may write to the Court if you do not like the Settlement.
GO TO A HEARING	You may ask to appear and speak to the Court about the fairness of the Settlement.
DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Rust-Oleum about the legal claims resolved by this Settlement.

- These rights and options—**and the deadlines for exercising them**—are explained in this notice.
- The Court has to decide whether to approve the Settlement. Payments will be distributed to those who qualify if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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QUESTIONS? GO TO WWW.RUSTOLEUMRESTOREPRODUCTSETTLEMENT.COM OR CALL 1-844-762-5370

BASIC INFORMATION

1. Why was this notice issued?

A federal court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and all of your options before the Court decides whether to grant final approval to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Amy J. St. Eve of the United States District Court for the Northern District of Illinois is overseeing this class action. The case is known as *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation*, N.D. Ill. Civil Action No. 15-cv-1364. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Rust-Oleum Corporation, is called the “Defendant.”

2. What is this lawsuit about?

The lawsuit claims that Restore Products are defective because they prematurely peel, chip, or degrade after application. As a result, it is alleged, the marketing and warranty promises made in connection with the sale of Restore Products are false and misleading. The lawsuit also claims that Rust-Oleum knew or should have known that Restore Products would not live up to those promises. More information and specific details about the lawsuit can be found in the Second Amended Class Action Complaint available at www.RustOleumRestoreProductSettlement.com.

Rust-Oleum denies all of the claims and allegations made in the lawsuit.

3. Why is the case a class action?

In a class action, one or more people called “Plaintiffs” or “Class Representatives” (in this case, Angelita Hickman, Michael Reyes, Charles Hoff, Michael Baden, Jerry Lautigar, John Malloy, Hans Shanks, Layla Patterson, Debra Dockstader, Season Gomez, Conrad Shogren, David Sullivan, Kathleen Sullivan, Tracy McCoy, Cory Fales, Robert Webber, Rick Boscardin, Cynthia Scaglione, Jeffrey Mies, Don Gibson, Scott Holbrook, Ed Anderson, John Riello, Robert Dorgan, Carol Larson, Ulbardo Fernandez, James Leonard, Joan Leonard, Christopher McLamb, Tamela McLamb, Irma Blank, Leasha Dixson, Steven Cady, Gina Cady, Lawrence Fredericks, Scott Reinhart, Mark Renzi, Paula Rogers, Dominic Ray Diaz, Becki S. Murphy, Sharon Ledford, George Reynolds, Michael Allen, Carrie McCain, and Daniel T. Howell) sue on behalf of themselves and other people who have similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Rust-Oleum. Instead, both sides agreed to a Settlement. This Settlement allows the Plaintiffs and Rust-Oleum to avoid the risks and costs of complex litigation and the uncertainty of trial and appeals. The Class Representatives and their attorneys believe this Settlement is in the best interests of all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Settlement Class includes all persons and entities in the United States and its territories who purchased, not for resale, a Restore Product (Deck & Concrete Restore, Deck Restore, Concrete Restore, or Restore 10X) from January 1, 2008 through October 20, 2016 (the “Class Period”).

Restore 10X Advanced, Restore 4X, and other Restore-branded products are NOT included in the Settlement.

6. Are there exceptions to being included?

Yes. The Settlement does not include (i) all persons and entities who filed a claim concerning a Restore Product in any court, if that claim has been resolved with a final judgment or order; (ii) Rust-Oleum, any entity in which Rust-Oleum has a controlling interest, any person or entity which has a controlling interest in Rust-Oleum, and Rust-Oleum’s legal representatives, assigns, and successors; and (iii) the judge to whom this MDL Action is assigned and any member of the judge’s immediate family.

7. I’m still not sure if I am included.

If you are not sure whether you are in the Settlement Class, go to www.RustOleumRestoreProductSettlement.com, call 1-844-762-5370, send an email to Admin@RustOleumRestoreProductSettlement.com, or write to *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation* Claims Administrator, P.O. Box 43432, Providence, RI 02940-3432.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

A \$9,300,000 Settlement Fund has been established by Rust-Oleum in this Settlement. Additionally, Rust-Oleum shall pay separately all of the costs of providing notice to the Class and all expenses relating to the administration of the Settlement (subject to certain reimbursements from the Settlement Fund). After deducting Court-approved attorneys’ fees, costs and expenses, incentive awards for the Class Representatives, taxes, the Special Master’s fees and expenses, product cost reimbursements to Rust-Oleum for Class Members who receive product pursuant to the Settlement, and up to a \$300,000 credit to Rust-Oleum for administrative costs, the balance (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit valid Claim Forms (subject to possible reimbursement payments to Rust-Oleum for certain warranty relief provided between Preliminary Approval and Final Approval of the Settlement).

9. How much will my payment be?

Settlement payments will vary based on the documentation you submit with your Claim Form, whether you experienced a Qualifying Problem (adhesion-related problem with a Restore Product), the type of problem you experienced, and the number of Claims submitted. The Claims Administrator will use the following guidelines in evaluating Claims for initial payment:

- **Tier 1:** Settlement Class Members who include proof that they purchased a Restore Product during the Class Period and proof that they experienced a Qualifying Problem with that product are eligible to receive their choice of either (a) reimbursement for the Restore Product purchased, *or* (b) enough Restore 10X Advanced (and primer) to cover the area where the purchased Restore Product was applied.

- **Tier 2:** Settlement Class Members who include proof that, because of a Qualifying Problem, they have or will incur costs to remove the Restore Product from a deck or other substrate (including the amount of these costs) and a statement indicating the percentage of the area requiring removal are eligible to receive Tier 1 compensation and a payment equal to the lesser of (a) \$2.00 multiplied by the square footage of the area the Restore Product was applied, multiplied by the percentage of the area requiring removal; *or* (b) the amount indicated on the proof of removal costs.
- **Tier 3:** Settlement Class Members who include proof that, because of a Qualifying Problem, they have or will incur costs to repair or replace decking or other substrate (including the amount of these costs) and a statement indicating the percentage of the area requiring repair or replacement are eligible to receive Tier 1 compensation and a payment equal to the lesser of (a) \$6.00 multiplied by the square footage of the area the Restore Product was applied, multiplied by the percentage of the area requiring repair or replacement; *or* (b) the amount indicated on the proof of repair or replacement costs.

Special Circumstances Supplemental Compensation: In addition to the above payments, if the Claims Administrator determines that sufficient funds exist after calculating all eligible payments, expenses, and other costs, applications for Supplemental Compensation to Settlement Class Members due to Special Circumstances will be considered and awarded under the Settlement. Special Circumstances may include any additional out-of-pocket costs associated with removal and replacement of Restore and/or the decking or other area where the Restore Product was applied.

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

10. How do I get a payment?

You must complete and submit a Claim Form with all required supporting documentation. Claim Forms may be submitted online at www.RustOleumRestoreProductSettlement.com or printed from the website and submitted via U.S. Mail. Claim Forms are also available by calling 1-844-762-5370, sending an email to Admin@RustOleumRestoreProductSettlement.com, or by writing to *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation* Claims Administrator, P.O. Box 43432, Providence, RI 02940-3432.

11. When can I submit a Claim Form?

The claims period will begin the day after the Court grants final approval to the Settlement and enters a Final Approval Order. The claims period will be open for at least 180 days, but may be longer in the event of an appeal.

12. When would I receive my payment?

The Court will hold a Final Approval Hearing on March 6, 2017, at 8:30 a.m., to decide whether to grant final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. The Net Settlement Fund will be distributed to Settlement Class Members who submit valid Claim Forms if and when the Court grants final approval to the Settlement, after any appeals are resolved, all Claim Forms have been received, and payments have been calculated. Please be patient.

13. What am I giving up to receive a payment or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to stay in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Rust-Oleum and the Released Persons about the legal issues in this case. However, if you do not receive a Settlement payment, you will keep any and all warranty rights received through the purchase of a Restore Product.

The rights you are giving up are called Released Claims. See Question 14 for more detail on the Released Persons and Released Claims.

14. What are the Released Claims?

Generally, if and when the Settlement becomes final, members of the Settlement Class will permanently release Rust-Oleum, RPM International Inc., Synta Inc., any person or entity that manufactured, distributed, or sold the Restore Product (excluding installers in their role as installers, but not as sellers), suppliers and service providers engaged by Rust-Oleum (the “Released Persons”), and the past, present, and future controlling persons, directors, officers, employees, agents, servants, independent contractors, joint venturers, representatives, advisors, consultants, attorneys, insurers, subrogees, shareholders, partners, members, subsidiaries, divisions, parents, affiliates, predecessors, heirs, executors, administrators, successors, and assigns of any Released Person for any and all claims related to the advertising, marketing, promotion, labeling, purchase, sale, distribution, design, testing, manufacture, application, use, performance, or warranting of any Restore Product purchased during the Class Period.

The specific claims you will be releasing are described in the Settlement Agreement, available at www.RustOleumRestoreProductSettlement.com.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. Judge St. Eve appointed the law firms of Audet & Partners, LLP and Lite DePalma Greenberg LLC as “Class Counsel” to represent you and the Settlement Class Members. Additional law firms have filed cases and serve as counsel for the plaintiffs, a list of which is available on the settlement website. These law firms are experienced in handling similar cases. You will not be personally charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of up to thirty-three percent of the Settlement Fund plus reimbursement of costs and expenses incurred by Class Counsel, and a \$2,000 incentive award to each Class Representative in the litigation. The Court may award less than these amounts. Class Counsel will post its application on the settlement website at www.RustOleumRestoreProductSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue Rust-Oleum or the Released Persons about the legal claims in this case, and you do not want to receive a Settlement payment, you must take steps to get out of the Settlement. This is called excluding yourself or opting out of the Settlement.

17. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must send a letter or other written document by mail to the Claims Administrator. Your letter request must include: (1) your full name, current address, and telephone number; (2) the location of the relevant deck or other substrate the Restore Product was applied to, if different than your address; (3) proof that you purchased a Restore Product during the Class Period; and (4) a statement indicating that you want to be excluded from the Settlement, such as: “I/We hereby request that I/we be excluded from the proposed class in *In re: Rust-Oleum Restore Marketing, Sales Practices and Products*

Liability Litigation.” You must mail your exclusion request, received by **January 30, 2017**, to *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation* Claims Administrator, P.O. Box 43432, Providence, RI 02940-3432.

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

18. If I exclude myself, can I still get a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You can get a payment only if you stay in the Settlement and submit a valid Claim Form.

19. If I don’t exclude myself, can I sue Rust-Oleum for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Rust-Oleum and Released Persons for the legal claims that this Settlement resolves. You must exclude yourself from *this* Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Rust-Oleum or any of the Released Persons.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via U.S. Mail saying that you object to the Settlement in *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation*. Your objection must also include: (1) your full name, current address, and telephone number; (2) the location of the deck or other substrate the Restore Product was applied to, if different from your current address; (3) proof that you purchased a Restore Product during the Class Period; (4) a statement indicating the amount of the Restore Product purchased (in gallons or dollars); (5) all of your objections, the reasons for each, and all supporting papers, including all briefs, written evidence, and declarations; (6) a statement of whether you intend to appear at the Final Approval Hearing; and (7) your signature and the signature of any attorney representing you. You must mail your objection to all three addresses below so it is received by **January 30, 2017**:

THE COURT	CO-CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court, MDL No. 2602 United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Lite DePalma Greenberg LLC Attn: Katrina Carroll 211 W. Wacker Drive Suite 500 Chicago, IL 60606	Mayer Brown LLP Attn: Lori Lightfoot 71 S. Wacker Drive Chicago, IL 60606

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you remain a member of the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court has scheduled a Final Approval Hearing on March 6, 2017, at 8:30 a.m. at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge St. Eve will listen to people who have asked to speak at the hearing (*see* Question 20 above). After the hearing, the Court will decide whether to approve the Settlement.

23. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court 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, but that is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing by including a statement in your objection indicating that you intend to appear at the Final Approval Hearing (*see* Question 20). You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in Question 14, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Rust-Oleum and the Released Persons about the legal issues in this case. In addition, you will not receive a payment from the Settlement Fund.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.RustOleumRestoreProductSettlement.com. Additional information is also available by calling 1-844-762-5370 or by writing to *In re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation* Claims Administrator, P.O. Box 43432, Providence, RI 02940-3432. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of Illinois or reviewing the Court's online docket.