

**If You purchased a Rescue It! Product  
You Could Get Benefits from a Class Action Settlement**

*A Federal Court authorized this notice. This is not a solicitation.*

- A proposed Settlement has been reached in a class action lawsuit involving Rescue It! Products manufactured by PPG Industries, Inc. The lawsuit claims that the Rescue It! Products contain design flaws that cause them to fail to adhere properly to the underlying decking or substrate, causing the Rescue It! Products to routinely peel, crack, and bubble, and damage the property to which they are applied. PPG denies all allegations of fault, wrongdoing, and/or liability. There has been no determination of wrongdoing by the Court.
- You may be included in the Settlement Class if you are a person or entity in the United States and its territories who purchased, not for resale, a Rescue It! Product during the class period, January 1, 2013 and April 27, 2017 and you have experienced a Qualifying Problem.
- The Settlement provides for (1) Reimbursement for the purchase price paid for any Rescue It! Product purchased during the Class Period and (2) reimbursement of amounts paid to remove the Rescue It! Products or (3) reimbursement of amounts paid to replace part or all of the deck or substrate as a result of a Qualifying Problem. Eligibility for benefits is subject to other terms provided in the Settlement Agreement. The Settlement is contingent upon the Court's final approval.
- This notice provides only a summary of the terms of the Settlement Agreement (which is available for review at [www.RescueItSettlement.com](http://www.RescueItSettlement.com)). 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 its meaning.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	This is the only way to receive benefits under the Settlement. You may contact the Claims Administrator at any time for additional information regarding the Claims Program, by visiting <a href="http://www.RescueItSettlement.com">www.RescueItSettlement.com</a> or calling 1-888-557-3480. Provided you have contacted the Claims Administrator, you will then receive instructions for filling out a claim form and submitting a claim package upon Final Approval of this settlement.
<b>EXCLUDE YOURSELF</b>	You will not receive any benefits from the Settlement, but you will keep any rights you currently have to separately sue Defendants for the claims that are the subject of this lawsuit. The deadline to exclude yourself is July 24, 2017.
<b>OBJECT TO THE SETTLEMENT</b>	You may write to the Court and all counsel explaining why you object to the Settlement. Any objection must be filed no later than July 24, 2017. See questions 16 and 17 below for additional requirements.
<b>GO TO THE HEARING</b>	If you do not exclude yourself, you may ask to speak in Court about the Settlement. The Final Approval Hearing is scheduled for August 23, 2017 at 12:00 p.m., and you must give written notice of your intent to appear. See question 16 below.
<b>DO NOTHING AT ALL</b>	You do not have to submit a claim now. However, if you do not exclude yourself or submit a timely claim, you will not receive benefits from the Settlement and you will give up any rights you currently have as specified in the Settlement Agreement to separately sue Defendants for the claims being resolved by the Settlement.

Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.

**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION**..... Page 3

- 1. What is this Notice about?
- 2. What are the lawsuits about?
- 3. What is a class action?

**WHO IS INCLUDED** ..... Page 3

- 4. How do I know if I am included in the Settlement Class?
- 5. What if I already received a refund or compensation from the Defendant?
- 6. Who is not included in the Settlement Class?
- 7. What does the CSST look like?

**THE SETTLEMENT’S BENEFITS**..... Page 4

- 8. What does the Settlement provide?
- 9. What can I get?

**HOW TO GET BENEFITS** ..... Page 5

- 10. How do I make a claim?
- 11. When may I make a claim?

**REMAIN IN THE SETTLEMENT CLASS**..... Page 5

- 12. What am I giving up if I stay in the Settlement Class?

**EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS**..... Page 6

- 13. How do I get out of the Settlement Class?
- 14. If I don’t exclude myself, can I sue for the same thing later?
- 15. If I exclude myself, can I still get benefits?

**OBJECT TO OR COMMENT ON THE SETTLEMENT** ..... Page 6

- 16. How do I object to or comment on the Settlement?
- 17. What is the difference between excluding myself and objecting?

**THE LAWYERS REPRESENTING YOU**..... Page 7

- 18. Do I have a lawyer representing me?
- 19. How will the lawyers be paid?

**THE FINAL APPROVAL HEARING** ..... Page 8

- 20. When and where will the Court decide whether to approve the Settlement?
- 21. Do I have to come to the hearing?
- 22. May I speak at the hearing?

**GET MORE INFORMATION** ..... Page 8

- 23. Where can I get more information?

## BASIC INFORMATION

### 1. What is this Notice about?

This Notice is to inform you about the Settlement of a lawsuit that may affect your rights, before the Court decides whether to approve the Settlement as final.

The lawsuit is called *Traxler et al. v. PPG Industries, Inc. et al., No. 1:15-cv-00912-DAP (N.D. Ohio)*. The United States District Court for the Northern District of Ohio is overseeing the lawsuit. The people that filed the lawsuit are called Plaintiffs, and the companies they sued are called the Defendants.

### 2. What is the lawsuit about?

In the lawsuit, Plaintiffs claim that the Rescue It! products contain design flaws that cause them to fail to adhere properly to the underlying decking or substrate, causing the Rescue It! Products to routinely peel, crack, and bubble, and cause damage to the property to which they are applied.

Defendants claim that the Rescue It! products are not defective and work properly. The Court has not decided who is right.

### 3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

## WHO IS INCLUDED

### 4. How do I know if I am included in the Settlement Class?

You may be included in the Settlement Class if you are a person or entity in the United States and its territories who purchased, not for resale, a Rescue It! Product during the Class Period (January 1, 2013 – April 27, 2017), excluding: (i) all persons and entities who filed a claim concerning a Rescue It! Product in any court, if that claim has been resolved with a final judgment or order; (ii) PPG, any entity in which PPG has a controlling interest, any person or entity which has a controlling interest in PPG, and PPG’s legal representatives, assigns, and successors; and (iii) the judge to whom the Action is assigned and any member of the judge’s immediate family.

### 5. What if I already received a refund or compensation from the Defendant?

Any compensation due to a Settlement Class Member under this Agreement shall be reduced dollar for dollar by any compensation that he or she previously received from PPG or any seller with respect to the Qualifying Problem.

Any Settlement Class Member who previously released PPG from liability for a Qualifying Problem by way of signing a release of claims, by cashing a check or redeeming a voucher which check or voucher stated that doing so would release any claims against PPG, or by cashing a check after receiving written notice that doing so would release any claims against PPG shall not be entitled to any compensation under this Agreement.

## 6. Who is not included in the Settlement Class?

The Settlement Class does not include:

- All persons and entities who timely exercise their rights to exclude themselves of the class (see # 13 - 15 below for more details about opting out of the Settlement);
- All persons and entities who filed a claim concerning a Rescue It! Product in any court, if that claim has been resolved with a final judgment or order Class Counsel and any member of Class Counsels' immediate family;
- PPG, any entity in which PPG has a controlling interest, any person or entity which has a controlling interest in PPG, and PPG's legal representatives, assigns, and successors; and
- The judge to whom the Action is assigned and any member of the judge's immediate family.

## 7. What Products are included?

“Rescue It! Product” means Olympic® RESCUE IT!™ Wood & Concrete Resurfacer; Olympic® RESCUE IT!® Resurfacer + Sealant In One Moderate Restoration; Olympic® RESCUE IT!® Resurfacer + Sealant In One Light Restoration; Olympic® RESCUE IT!® MAX Resurfacer + Primer + Sealant; Pittsburgh Paints & Stains Revitalize Wood & Concrete Resurfacer; Pittsburgh® Paints & Stains Revitalize™ Wood & Concrete Resurfacer; Pittsburgh Paints & Stains® Revitalize® Resurfacer & Sealant In One Light Restoration; Pittsburgh Paints & Stains® Revitalize® Resurfacer & Sealant In One Heavy To Moderate Restoration.

## THE SETTLEMENT'S BENEFITS

### 8. What does the Settlement provide?

#### **Settlement Fund.**

Defendant will pay the total amount of \$6,500,000 into a fund (the “Settlement Fund”), which will cover:

(1) Reimbursements to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys' fees to Class Counsel, plus costs and expenses, as approved by the Court and not to exceed one third of the Settlement Fund; (3) service award to the Plaintiffs, in an amount not to exceed \$2,000, as approved by the Court; and (4) the costs of notice and administration of the Settlement.

#### **No Portion of the Settlement Fund Will Return to Defendant.**

Under no circumstances shall any portion of the Settlement Fund revert back to PPG, provided that any credits to PPG under the Agreement shall not be considered a refund or reversion.

More details are in the Settlement Agreement, which is available at [www.RescueItSettlement.com](http://www.RescueItSettlement.com).

### 9. What can I get?

The Settlement provides reimbursement to class members who file a timely valid claim with supporting documentation. Class Members may potentially qualify for:

- Reimbursement for the purchase price paid for any Rescue It! Product purchased during the Class Period;
- Reimbursement of amounts paid to remove the Rescue It! Products. Settlement Class Members are eligible to receive \$2 multiplied by the square footage of the area to which the Rescue It! Product was applied, multiplied by the percentage of that area that had a Qualifying Problem requiring product removal; and
- Reimbursement of amounts paid to replace decks or other structures as a result of a Qualifying Problem. Settlement Class Members are eligible to receive \$6 multiplied by the square footage of the area to which the Rescue It! Product was applied, multiplied by the percentage of that area that had a Qualifying Problem requiring replacement.

More details are in the Settlement Agreement, which is available at [www.RescueItSettlement.com](http://www.RescueItSettlement.com).

## HOW TO GET BENEFITS

### 10. How do I make a claim?

Any Settlement Class Member who desires to make a claim under the terms of the Settlement Agreement can visit the Settlement website at [www.RescueItSettlement.com](http://www.RescueItSettlement.com) or call the Claims Administrator at 1-888-557-3480 for the purpose of receiving additional information regarding the Claims Program.

Upon Final Approval of the Settlement, the Claims Administrator will send you a Claim Form and instructions on the submission of the Claim. You may submit a Claim Form and supporting documents (collectively, a “Claim Package”), by electronic mail, regular mail, or a combination of both.

When you submit a Claim, you agree to cooperate to provide such other information as is reasonably needed to evaluate the Claim and efficiently determine whether the Claim qualifies for the settlement benefits. Only a Settlement Class Member may submit a Claim. You may not utilize a third-party claims service or similar services to submit a Claim.

More details are available in the Settlement Agreement, which is available at [www.RescueItSettlement.com](http://www.RescueItSettlement.com).

### 11. When may I make a claim?

The Claims Period will begin on the date following entry of the Final Approval Order. Once the Claims Program begins, you will have one year or until the Effective Date, whichever is later to submit a claim. Claims may be submitted by visiting the Settlement website at [www.RescueItSettlement.com](http://www.RescueItSettlement.com) or you may call 1-888-557-3480 to request a claims package.

The Settlement is contingent upon the Court’s final approval. Benefits will not be available to Class Members until after the Court grants final approval to the Settlement and any appeals are resolved. The Final Approval Hearing is scheduled for August 23, 2017. Please check the Settlement website at [www.RescueItSettlement.com](http://www.RescueItSettlement.com) for updates regarding the final approval of the Settlement.

## REMAIN IN THE SETTLEMENT CLASS

### 12. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself (i.e., opt out of the Settlement), you will give up your right to sue Defendants for the claims in this case as set forth in the Settlement Agreement. You also will be bound by any decisions by the Court relating to the lawsuit and Settlement.

In return for providing the Settlement benefits, Defendants will be released from certain claims relating to the facts underlying this lawsuit. The Settlement Agreement describes the Release. Please read it carefully. If you have any questions, you can talk to Class Counsel listed in Question 18 for free. The Settlement Agreement and the Release are available at [www.RescueItSettlement.com](http://www.RescueItSettlement.com).

## EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

### 13. How do I get out of the Settlement Class?

To exclude yourself from the Settlement Class, you must send a letter (a “Request for Exclusion”) by first class mail to the Claims Administrator. If you exclude yourself, you will not be entitled to share in the benefits of the Settlement. Your Request for Exclusion must include:

- Your name, address, and telephone number;
- The location of the relevant deck or other substrate, if different than the Class Member’s address;
- A statement that you want to be excluded from the Settlement Class in the case called *Traxler v. PPG Industries.*, No. 1:15-cv-00912-DAP (N.D. Ohio);
- Proof that you purchased a Rescue It! product in the Class Period; and
- Your signature **and**, if applicable, the signature of the attorney representing you.

Your Request for Exclusion must be postmarked no later than July 24, 2017, and mailed to:

Rescue It! Claims Administrator  
Attn: Exclusion Requests  
1801 Market Street, Ste 660  
Philadelphia, PA 19103

### 14. If I don’t exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you will remain in the Settlement Class and give up any right to separately sue Defendants for the claims covered by the Settlement.

### 15. If I exclude myself, can I still get benefits from the Settlement?

No. If you exclude yourself, you may not make a claim under the Settlement and you will not be eligible to receive compensation from the Settlement.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

### 16. How do I object to or comment on the Settlement?

If you are a Class Member and have comments about, or disagree with, any aspect of the Settlement which applies to you, you may express your views to the Court by writing to the Court, Class Counsel, and Defendants’ counsel at the addresses below. Your written request or objection must be mailed first class mail and include:

- Your name, address, and telephone number;
- A statement that you want to object to the Settlement in the case called *Traxler v. PPG Industries.*, No. 1:15-cv-00912-DAP (N.D. Ohio);
- The location of the relevant deck or other substrate, if different than the Class Member’s address;
- Proof that you purchased a Rescue It! Product during the Class Period;
- A statement of the amount of the Rescue It! Product purchased (in gallons or dollars);
- All of your objections, the reasons therefor, and all supporting papers, including, without limitation, all briefs, written evidence, and declarations, the exact nature of your objection;
- Whether or not you intend to appear at the Final Approval Hearing; and
- Your signature **and**, if applicable, the signature of the attorney representing you.

Any comment or objection to the Settlement must be postmarked or personally delivered no later than July 24, 2017 and mailed to these four addresses:

<b><u>COURT</u></b>	<b><u>CLASS COUNSEL</u></b>	<b><u>DEFENDANTS' COUNSEL</u></b>
Clerk of Court Case No. 1:15-cv-00912-DAP United States District Court for the Northern District of Ohio Carl B. Stokes US Court House 801 West Superior Avenue, Courtroom 18B Cleveland, Ohio 44113-1837	MCCUNE WRIGHT AREVALO LLP 555 Lancaster Avenue Berwyn, PA 19312 Attn: Joseph Sauder  CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP 1101 Market Street, Suite 2650 Philadelphia, PA 19107 Attn: Bryan Clobes	ALSTON & BIRD LLP 1201 West Peachtree Street Atlanta, GA 30309 Attn: Scott Elder

**17. What is the difference between excluding myself and objecting?**

If you exclude yourself from the Settlement Class, you are telling the Court that you don't want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement. Objecting to the Settlement simply means telling the Court that you don't like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive Settlement benefits.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer representing me?**

Yes. The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Settlement Class: Joseph Sauder of MCCUNE WRIGHT AREVALO LLP; and Bryan Clobes of CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP.

If you have any questions about the Settlement, you can talk to Class Counsel, or you can hire your own lawyer at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will request attorneys' fees, plus costs and expenses not to exceed one-third of the Settlement Fund. The amount of these fees, costs, expenses and service awards will be decided by the Court and will be paid out of the Settlement Fund. The Court may award less than the requested amounts. Class Counsel will also request plaintiff service awards of up to \$2,000 each for a total of \$22,000.00.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 12:00 p.m. on August 23, 2017, at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837. The hearing may be moved to a different date or time without additional notice, so check [www.RescueItSettlement.com](http://www.RescueItSettlement.com) for current information. At the Final Approval Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to the Settlement. We do not know how long these decisions will take.

### 21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't 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 hire a lawyer to appear on your behalf at your own expense.

### 22. May I speak at the hearing?

If you send an objection or comment on the Settlement as described in Question 16, you will have the right to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

## GET MORE INFORMATION

### 23. Where can I get more information?

This Notice summarizes the Settlement. You can get more information about the Settlement at [www.RescueItSettlement.com](http://www.RescueItSettlement.com) or by calling 1-888-557-3480.