

IT IS HEREBY ORDERED AS FOLLOWS:

1. All terms and definitions used herein have the same meanings as set forth in the Agreement.

2. The proposed Settlement set forth in the Agreement is hereby preliminarily approved as being fair, reasonable and adequate such that notice thereof should be given to members of the Settlement Class (as defined in the following paragraph).

Class Certification

3. The Action is provisionally certified as a class action, for the purposes of settlement only, pursuant to Rule 23(b)(3), which class is defined as follows:

ALL PERSONS OR ENTITIES IN THE UNITED STATES AND ITS TERRITORIES WHO PURCHASED, NOT FOR RESALE, A RESCUE IT! PRODUCT DURING THE CLASS PERIOD, 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.

4. Class Counsel and the Class Representatives are hereby found to be and are therefore appointed as adequate representatives of the Settlement Class: Plaintiffs Matthew Traxler, Angie Banyas, Alex Kinsfather, Chris Morrison, Nancy Kress, Richard Conway, David Naeger, Sandra Howard, John Schubach, Paula Sulpizio, and Edith Lacey are appointed as representatives of the proposed Settlement Class. Joseph G. Sauder of McCune Wright Arevalo LLP, 555 Lancaster Avenue, Berwyn, PA 19312 and Bryan L. Clobes of Cafferty Clobes Meriwether & Sprengel LLP, 1101 Market Street, Suite 2650, Philadelphia, PA 19107 are

appointed as Class Counsel pursuant to Fed. R. Civ. P. 23(g) to represent the interests of the proposed Settlement Class.

5. The Court finds that, for purposes of settlement only, the requirements of Fed. R. Civ. P. 23 are met by the Settlement Class. Joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Settlement Class Members' claims regarding whether the Rescue It! Products are defective. The Class Representatives claims are typical of those of the Settlement class, in that: (i) the interest of the Plaintiffs' claims are typical of those of the Settlement Class; (ii) there are no apparent conflicts between or among the named Plaintiffs and the members of the Settlement Class; (iii) the Plaintiffs have been and are capable of continuing to be active participants both in the prosecution of, and the negotiations to settle, the Action; and (iv) the Plaintiffs and the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving defective products. In accordance with the Supreme Court's holding in *Amchem Prods v. Windsor*, 521 U.S. 591, 620 (1997), the Court need not address whether this case, if tried, would present issues of manageability under Rule 23(b)(3)(D). Finally, a class action settlement is superior to other available methods for a fair resolution of the controversy.

6. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the parties in the event that the Agreement is not finally approved by this Court or otherwise does not take effect. Certification of the Settlement Class shall be vacated and shall have no effect in the event that the Agreement is not finally approved by this Court or otherwise does not take effect.

Notice to Potential Settlement Class Members

7. The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the

pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

8. As set forth in the Agreement, Claims Program Administration Expenses, which include the costs and expenses incurred in providing notice to the Settlement Class, and attorneys' fees and expenses, shall be deducted from the Settlement Fund.

Retention of Class Action Settlement Administrator and Notice Plan

9. The Court authorizes the Parties to retain Angeion Group to effectuate the Notice Plan and to serve as the Claims Administrator.

10. The Court approves, as to form and content, the Long-Form Notice and Summary Notice attached to the Settlement Agreement as Exhibits A and B, and finds that the mailing and distribution of the Notices as set forth in the Settlement Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

Final Approval Hearing

11. Angeion shall file with the Court documentation showing, and an affidavit attesting, that the Notice Plan was executed in accordance with this Order by August 14, 2017.

12. Class Counsel shall file with the Court and post on the Settlement Website their application for payment of attorneys' fees and expenses, and Plaintiff Service Awards by July 14, 2017.

13. A hearing (the “Final Approval Hearing”) shall be held by the Court on August 23, 2017, beginning at 12:00 P.M., to consider and determine whether the requirements for certification of the Settlement Class have been met and whether the proposed settlement of the Action on the terms set forth in the Agreement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class Members; whether Class Counsel’s fee and expense application and application for service awards, included as part of the settlement, should be approved; and whether the Final Judgment approving the settlement and dismissing the Action on the merits and with prejudice against the Class Representatives and all Settlement Class Members should be entered. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections and requested to speak at the fairness hearing), be continued or adjourned by Order of the Court.

14. No later than August 9, 2017, the Parties shall file all papers in support of the application for final approval of the settlement.

Objections

15. Any Settlement Class Member who complies with the requirements of this section may object to any aspect of the proposed settlement either on their own or through an attorney hired at his or her expense. Any Settlement Class Member who intends to object to the proposed settlement must do so no later than July 24, 2017 (“Objection Deadline”).

16. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail, to Class Counsel and Counsel for PPG, by the Objection Deadline. To be timely and valid, an objection (a) must be sent to the Court, Class Counsel, and Defense Counsel (via U.S. Mail); (b) must be post-marked on or before the Objection Deadline; and (c) must include (i) the full name and current address and telephone number of the Settlement Class Member; (ii) the location of the deck or other substrate to which the Rescue It! Product purchased by the Settlement Class Member was applied, if different from the current address; (iii) proof that the Settlement Class Member purchased a Rescue It! Product during the Class Period; (iv) a statement of the amount of the Rescue It! Product purchased (in gallons or dollars); (v) all

of the Settlement Class Member's objections, the reasons therefor, and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; (vi) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (vii) the Settlement Class Member's signature and the signature of any attorney representing the Settlement Class Member. Neither an objection signed by counsel alone nor any "mass" or "class" objections shall be valid.

Opt Outs

17. Any Settlement Class Member may request to be excluded (or "opt out") from the Settlement Class. Any Settlement Class Member who chooses to opt out of the proposed settlement must do so no later than July 24, 2017 ("Opt-Out Deadline"). To be timely and valid, an Opt-Out Request must be signed by the Class Member or counsel representing the Class Member, must be post-marked on or before the Opt-Out Deadline, and must include (a) the full name, current address, and telephone number of the Class Member (and the location of the relevant deck or other substrate, if different than the Class Member's address); (b) proof that the Class Member purchased a Rescue It! Product during the Class Period; (c) a statement substantially to the effect of: "I/We hereby request that I/we be excluded from the proposed class in *Traxler v. PPG Industries*." No "mass" or "class" Opt-Out Requests shall be valid.

18. Except for those Settlement Class Members who have properly filed a timely written Opt-Out Request (and all other Excluded Persons), all persons who meet the definition of Settlement Class Member will be deemed Settlement Class Members for all purposes under the Agreement and this Order.

19. Any Settlement Class Member who has not properly filed a timely written Opt Out Form shall be bound by the Agreement, this Order and by all subsequent proceedings, orders, and judgments issued by the Court. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to the Agreement shall not be entitled to relief under or be affected by the Agreement.

20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Agreement.

21. The Names of all Settlement Class Members who properly requested exclusion shall be attached as an exhibit to any Final Order and Judgment.

Injunction

22. The Court enjoins all Settlement Class Members from commencing or prosecuting any action asserting any claims that are the subject of this Action pending the Final Approval Hearing, unless they have validly opted out of the settlement described in the Agreement and the Court has approved such opt outs.

No Admission of Liability

23. The Agreement and this Judgment are not admissions of liability or fault by PPG or the Released Parties, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by PPG or the Released Parties. The Agreement and settlement are not a concession by the Parties. To the extent permitted by law, neither this Judgment, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings to establish any liability of, or admission by PPG, the Released Parties, or any of them. Notwithstanding the foregoing, nothing in this Final Judgment shall be interpreted to prohibit the use of this Judgment in a proceeding to consummate or enforce the Agreement or Judgment, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

Deadlines

24. In Accordance with the Agreement and exhibits attached thereto, the Court sets the following deadlines:

- a. The Notice Plan shall be completed by May 25, 2017 (“Notice Date”).

b. All requests to opt out of the Settlement must be received by July 24, 2017 (“Opt Out Deadline”).

c. All objections to the Settlement must be received by July 24, 2017 (“Objection Deadline”).

d. Class Counsel shall file with the Court and post on the Settlement Website their application for payment of attorneys’ fees and expenses, and Service Awards for the Class Representatives by July 14, 2017.

e. The Parties shall file all papers in support of the application for final approval of the settlement and/or opposition to any Objections received by August 9, 2017.

f. A Final Approval Hearing is scheduled for August 23, 2017.

25. If any deadline set forth in this Order falls on a Saturday, Sunday or federal holiday, the such deadline shall be extended to the next Court business day.

26. The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. In that event, the revised hearing date and/or deadlines shall be posted on the Settlement Website referred to in the Notice, and the parties shall not be required to re-send or republish the Notice.

Date: April 27, 2017



Hon. Dan Aaron Polster
United States District Judge