

# LONG FORM NOTICE

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF OHIO

NOTICE OF SETTLEMENT

**If You Own a Structure on which Steel Siding**

**Manufactured by Gentek Building Products, Inc. is Installed,**

**You Could Receive Benefits From a Class Action Settlement.**

**A U.S. federal court authorized this Notice. It is not from a lawyer. You are not being sued.**

- Please read this Notice carefully. Your legal rights are affected whether you act or don't act.
- This Notice concerns a lawsuit involving certain steel siding manufactured by Gentek Building Products Inc. and Associated Building Materials ("Defendants" or "Gentek").
- A settlement has been reached in this lawsuit. With certain exceptions described below in Section 8, you may be entitled to participate if you are a member of the Settlement Class, which includes all persons, organizations, municipalities, corporations and entities that own a structure, whether commercial or residential, on which Gentek Steel Siding was applied during the period January 1, 1991 through March 15, 2013, that is covered by a Gentek Steel Siding warranty and which siding experienced Steel Peel.
- The Settlement will provide for enhanced warranty procedures and remedies for Class Members, described in detail below.
- You must submit a valid proof of purchase (described below) and Gentek's Self-Inspection Report, and must establish that your siding has experienced Steel Peel, in order to receive benefits under the Settlement Agreement.

YOUR LEGAL RIGHTS AND CHOICES		DUE DATE
DO NOTHING	You are bound by the terms of the Settlement and give up your right to sue Defendants on these claims later. You will be required to submit a Warranty Claim including a valid proof of purchase and Gentek Self Inspection Report in order to receive benefits under the Settlement (if you qualify).	
MAKE A WARRANTY CLAIM	You may make a warranty claim under the Settlement if your Gentek Steel Siding is experiencing Steel Peel (defined below) and you are still covered by the warranty applicable to your Siding. In submitting the warranty claim you must send Gentek's Self-Inspection Report, as well as valid proof that you have Gentek Steel Siding. Deadlines vary according to your individual situation. You will not receive any benefits until you have perfected your claim, i.e.. submitted valid proof of purchase and Defendants' Self-Inspection Report.	See Questions 18-20 in this Notice.
OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the Settlement.	April 29, 2013
EXCLUDE YOURSELF	You receive no benefits under the Settlement, but you will retain any rights you currently have under your warranty, including the right to sue Defendants.	April 29, 2013
APPEAR AT A HEARING	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	August 1, 2013 10:00 a.m.

These rights and options—**and the deadlines for each**—are explained in this Notice.

The Court in charge of this case has not yet decided whether or not to approve the Settlement. The enhanced warranty procedures and superior remedies provided for by the Settlement will not be implemented until after the Court approves the Settlement and after any possible appeals are resolved.

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## BASIC INFORMATION

### 1. What is this Notice about?

This Notice is to inform you about the settlement of ongoing litigation which may affect your rights. You have the right to know about the lawsuit and about your legal rights and options before the Court or a jury decides whether the claims being made against the Defendants on your behalf are correct, and whether to approve the Settlement.

The Court in charge is the United States District Court for the Northern District of Ohio, Eastern Division located in Youngstown, Ohio before the honorable Benita Y. Pearson, United States District Court Judge. The name of the lawsuit is *Eliason, et al. v. Gentek Building Products, Inc., and Associated Materials, Inc.*, 1:10-cv-2093 (N.D. Ohio).

### 2. What is the lawsuit about?

The Named Plaintiffs allege that the Steel Siding manufactured by Defendants is defective and that Gentek has failed to honor its express Limited Lifetime Warranty issued at the point of sale and the implied warranty of merchantability. Gentek denies these allegations and asserts that the Steel Siding is free of defects and that it has honored and will continue to honor the terms of its warranties. The proposed Settlement is intended to resolve this dispute. The Court has not decided in favor of either the Class or Gentek. The Court's role in the Settlement is to make sure it is a proper settlement that is fair, reasonable, and adequate for all Class Members.

### 3. What brands of siding are covered by this Settlement?

The siding that is the subject of this lawsuit (called Steel Siding throughout this Notice) is any Gentek steel siding manufactured from January 1, 1991, through March 15, 2013, which may have been sold as under the BRAND names Alside, Gentek, Revere, Alcan, and Reynolds, and under at least the following product names SteelTek, SteelSide Steel, Driftwood Steel, Universal Steel, Saddlewood, Satinwood, Willow, Westwood, Aspen, Sequoia, Americut, Cedarwood, Supergard, Seamless, Reynolds Continuum, Reynolds Craftmark, and Perma-Finish. To qualify under this settlement, the siding must have been sold under one of the BRAND names listed. It is possible that siding could have the same product name but a different BRAND name and in that case it would not qualify under the settlement.

### 4. Why did I get this Notice package?

On March 5, 2013, Gentek Building Products, Inc., Associated Materials, LLC, and representatives of owners of structures on which certain Gentek Steel Siding had been installed reached a proposed class action settlement. The settlement is contingent upon the Court's final approval. The settlement is intended to resolve disputes between the parties about the performance of the siding. This proposed class action settlement covers the entire United States.

The Court directed this Notice package to you because you may own a home or other structure on which the Steel Siding is or was installed. If so, you are likely to be a member of the proposed Class. If you are a member of the proposed Class, the proposed Settlement will affect your rights. You have choices to make before the Court decides whether or not to approve the Settlement.

This Notice package explains:

- What a class action lawsuit is.
- What this class action lawsuit is about.
- What your legal rights are.
- What the Settlement involves.
- What the benefits are and who is eligible to get them.
- How to apply for the benefits.

### 5. What is a class action?

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue one or more defendants on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class.

### 6. Why is the class action being settled?

Rather than proceeding to litigate through a jury trial, both sides in the lawsuit have agreed to a Settlement. That way, everyone avoids the cost and risk of a trial, and the members of the Class will be eligible to file a claim form to get relief if their siding is defective.

## WHO IS IN THE SETTLEMENT

### 7. How do I know if I'm part of the Settlement?

To see if you can participate in this Settlement, you first have to know if you are a Settlement Class Member. You are a Settlement Class Member if you are a person, organization, municipality, corporation or other entity that owns a structure, whether commercial or residential, on which Gentek Steel Siding was applied during the period January 1, 1991 through March 15, 2013 (the "Class Period"), that is covered by a Gentek Steel Siding warranty and which siding experienced Steel Peel.

Steel Peel means the following conditions, characterized by the separation of any layer of the finish on the steel siding from the steel siding itself: delamination, chipping, peeling, cracking and/or micro-cracking, blistering and/or flaking.

## **8. Are there exceptions to being included in the Settlement?**

You are *not* a Class Member even if the Steel Siding covered in the Settlement was installed on your structure if:

- You exclude yourself from this Settlement.
- You are not covered under a Gentek Warranty, which would occur, for example, if you are neither the first owner who had the Steel Siding installed on a structure or the first subsequent owner (if the warranty so provides); if you repaired the Steel Siding on your own; if you previously accepted a cash remedy from Gentek in lieu of a repair or replacement (though only with respect to the particular face for which the cash remedy was previously accepted); or if you previously sued Gentek claiming your siding experienced Steel Peel and that lawsuit was resolved through a settlement or decision by a court or arbitrator.
- You are or were a builder, developer, contractor, manufacturer, wholesaler, or retailer of real estate or real structure (except as to personal residences or commercial structure that you own or owned).
- You are a company that owns or is owned by Gentek, you are Gentek or its successor, or you are a legal representative of Gentek.
- You are the Judge in this lawsuit, or a member of the Judge's immediate family.

## **9. How do I know if I have the Steel Siding described in Question 7 that is the subject of this lawsuit?**

There are several ways to find out if you have Gentek Steel Siding:

- *Check your purchase or repair documents.* You may have receipts, invoices, warranties, bills of sales, or brochures from when you purchased or repaired your siding. These documents may say that Gentek Steel Siding was installed on your structure.
- *Ask the contractor or company that installed or repaired your siding* whether or not Gentek Steel Siding was installed and have records evidencing the type of siding installed.
- *See if you still have packaging material for the siding.* The roofer may have left a package of leftover siding in your garage or basement and you may be able to identify them from the packaging.
- *Ask a contractor.* An experienced carpenter or other contractor may be able to tell by looking at your outside walls whether you may have Gentek Steel Siding.
- *Go to the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com).* The Settlement website includes further information.

## **10. Do I qualify for relief under the Settlement just because I have Steel Siding on my structure?**

No. To qualify for relief (i.e., repair, replacement, or a cash payment, depending on the circumstances), you must meet additional criteria:

The Gentek Steel Siding about which you are filing your claim must have experienced Steel Peel as set forth in the Settlement Agreement. Siding that shows delamination, chipping, peeling, cracking and/or micro-cracking, blistering and/or flaking has experienced Steel Peel.

The Damage must occur (or have occurred) prior to the end of the sidings' warranty period (see answer to Question 15 below).

If you purchased a structure with affected Steel Siding already on the structure, you are only eligible for payment if the warranty that applies to that Steel Siding allows a transfer of the warranty from the original owner to a purchaser of the structure.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **11. What do I get from the Settlement?**

This is a claims-made settlement. That means that each valid claim will be handled in accordance with the warranty enhancements provided for in the Settlement Agreement.

The Settlement provides for enhanced warranty procedures under which Gentek will accept an expanded catalogue of the types of evidence that will establish acceptable proof of purchase including: a copy of the warranty covering the siding, an invoice referencing the siding, a receipt referencing the siding, an affidavit from the distributor attesting to the fact that they sold Gentek's siding to or for the benefit of the Class Member with the approximate date of installation, or a sample of the siding that Gentek is able to verify as one of its products.

Also, the remedies provided by the Settlement are superior to those provided under the previous warranty.

The first time a Class Member submits a valid warranty claim for a face, Gentek will, at its option, repair or replace the entire face, and will also offer a cash settlement equal to Defendants' cost of the selected option, in lieu of repair or replacement. The Class Member may choose to elect the repair or replacement of the entire face, whichever Gentek offers, or the cash settlement offer.

The second time a valid warranty claim is submitted for the same face, Gentek may, at its option, elect to repair or replace the entire face. Gentek shall, in addition, offer a cash settlement equal to Gentek's cost of the selected option, in lieu of repair or replacement. The Class Member may choose to elect the repair or replacement of the entire face, whichever Gentek offers, or the cash settlement offer.

If a face experiences Steel Peel for a third time, the class Member may choose to have Gentek either refinish or replace the face, or may elect to receive a one-time \$8,000 payment. If the Class Member chooses the \$8,000 payment, Gentek will have no further obligation to the Class Member or any future structure owner under the warranty for any portion of the structure.

Where replacement is given or chosen as a remedy, the replacement siding provided will match the existing siding, as long as Gentek can obtain the existing siding. If the siding color is no longer available, the Class Member may select a replacement color from the same product line which would maintain their current warranty coverage.

If three of four separate faces of a structure (or 75% or more of all faces) are affected, Gentek will replace the siding on the entire structure in the Class Member's color of choice, subject to availability.

The Settlement also provides that for Class Members who have not already submitted a Steel Peel claim, Gentek will have 18 months from the time a claim is perfected to complete the repair. If Gentek fails to complete repairs within the 18-month period, the Class Member may elect, at his or her option to receive either replacement siding or a one-time \$8,000 payment (**if you elect the one-time \$8,000 payment, Gentek will have no further obligations under your warranty**). Gentek's obligation to complete the repair within the 18-month time period will be suspended where its efforts to complete the repair have been impeded by the conduct of a Class Member, and in the event of unanticipated and unusual events, including but not limited to *force majeure*.

There is a cap of 750 on the number of repairs Gentek will be required to complete within the 18-month period, such that if a perfected claim over that number is submitted by a Class Member, Gentek will advise the Class Member that it will use commercially reasonable efforts to complete their repair within 18 months, but that its inability to do so will not entitle the Class Member to claim \$8,000 as a remedy. The cap on Defendants' 18 month repair obligation will be pro-rated during the calendar year of the Effective Date. For example, if the Effective Date of the Settlement is July 1, 2013, the cap on Defendants' 18 month repair obligation for the calendar year 2013 shall be 375. Beginning on the January 1 immediately following the Effective Date of the Settlement, the 18 month period shall start on that January 1, and shall re-set on each January 1 thereafter. Under no circumstances will a claim be deemed to fall outside of the cap more than once.

In all instances where the class member selects the \$8,000 cash payment as a remedy, Gentek will have no further obligations under the warranty.

Remember, this Notice is only a summary of important features. The Settlement Agreement, available on the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com), contains all the details about the Settlement.

**12. What if I am the original purchaser of the Steel Siding, or if the warranty for my siding covers me even though I bought the structure with the siding already installed?**

A. When should I submit my claim?

Check the warranty length for your siding. You can submit your claim any time up till the end of the original warranty period that applies to you, and you will receive the relief provided in the Settlement Agreement.

B. What will I receive if, after all of the factors under the Settlement Agreement are applied, my claim is found to be valid?

If you are a Settlement Class Member and you are filing an eligible claim for the first or second time on the same face during the warranty period, Gentek will provide, at its own option, either replacement siding or repairs to existing Gentek Steel Siding. Gentek will also offer a cash settlement equal to its cost of the selected option, in lieu of repair or replacement. You will be able to choose to elect the repair or replacement of the entire face, whichever Gentek offers, or the cash settlement offer.

If you file an eligible claim for the third time for the same face during the warranty period, Gentek will provide either a repair or replacement siding or a cash payment of \$8,000, at your option.

Gentek has 18 months, running from the time that a warranty claim is perfected, to perform the repair or replacement work. This time may, however, be extended where the delay is caused by the homeowner's absence or refusal to permit the contractor to perform the work or where unanticipated or unusual events prevent completion within the 18 month period. If Gentek fails to complete the work within the specified time period, the homeowner may elect to have Gentek replace the Siding or receive a cash payment of \$8,000.

There is a cap of 750 on the number of repairs Gentek will be required to complete within the 18-month period, such that if a perfected claim over that number is submitted by a Class Member, Gentek will advise the Class Member that it will use commercially reasonable efforts to complete their repair within 18 months, but that its inability to do so will not entitle the Class Member to claim a cash payment of \$8,000 or replacement as a remedy.

The cap on Defendants' 18 month repair obligation will be pro-rated during the calendar year of the Effective Date. For example, if the Effective Date of the Settlement is July 1, 2013, the cap on Defendants' 18 month repair obligation for the calendar year 2013 shall be 375. Beginning on the January 1 immediately following the Effective Date of the Settlement, the 18 month period shall start on that January 1, and shall re-set on each January 1 thereafter. Under no circumstances will a claim be deemed to fall outside of the cap more than once.

**13. What if I previously submitted a warranty claim for Steel Siding to Gentek?**

If you previously submitted a warranty claim and accepted the cash option from Gentek in exchange for a release of liability, then you may not recover benefits for the released portion of the structure under this Settlement.

If you previously submitted a warranty claim and Gentek repaired your Siding by repainting, each repair counts as one attempt at repair under this settlement. For example, if any face has previously been repainted once, and peels again, Gentek may repaint one more time before offering you the choice of replacement or a cash payment of \$8,000. If any face has previously been repainted twice and peels again, Gentek will offer you the choice of replacement or a cash payment of \$8,000.

If you previously submitted a warranty claim and Gentek did not provide benefits because you did not provide sufficient proof that the siding was manufactured by Gentek, you may re-submit valid proof of purchase and Gentek's Self-Inspection Report to participate in this Settlement. Your claim will be reconsidered, but you still have to meet all of the criteria in the Settlement, such as whether you

have Steel Siding, whether it has experienced Steel Peel under the definition in the Settlement Agreement, and whether the siding is still under warranty.

#### **14. When is the Settlement's Effective Date?**

For information about the Settlement's Effective Date, visit the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com). If no objections to the settlement are timely filed, then the Effective Date of the Settlement will be the day the Court grants the Settlement's Final Approval. If objections are filed, but there is no appeal, the Settlement's Effective Date will likely be 30 days from the Court's Order giving final approval to the Settlement. However, if there are appeals the date will be later. When the date becomes known, it will be posted on the website.

#### **15. How can I tell if I am covered under the warranty for my siding? How long is the warranty for my siding?**

Generally, Gentek provides a Limited Lifetime Warranty for the Steel Siding to original, individual structure owner(s) for the structure owner's lifetime (human beings). Second owners and intangible legal entities capable of an infinite life generally receive a fifty (50) year warranty. Please consult your original warranty if you have any questions about its duration as the terms of the warranty provide for the duration that will apply.

Gentek shall honor all Settlement Class Members' original Gentek warranties.

Copies of sample Gentek warranties issued during the Class Period are available on the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com). If you are still unsure whether you are covered, call 1-888-267-7910 for assistance.

#### **16. Should I submit a Settlement claim if I know I am a Class Member, but my siding appears to be fine?**

Do not submit a claim form if your siding has not experienced Steel Peel. The Settlement provides for claims to be paid only if the siding meets the criteria for Steel Peel set forth in the Settlement Agreement.

#### **17. What happens if the Settlement is not approved by the Court?**

If the Settlement is not approved at the Final Approval Hearing, then the Settlement will terminate and all Class members and Parties will be restored to the positions in which they were before the Settlement Agreement was signed.

### **HOW TO GET RELIEF UNDER THE SETTLEMENT – SUBMITTING A CLAIM**

#### **18. How can I get relief under this Settlement?**

To qualify for either replacement siding, repairs to existing siding or a payment, you must submit valid proof of purchase as well as Gentek's Self Inspection Report, and attach all of the documentation it requests. You can obtain a copy of Gentek's Self-Inspection Report by:

- calling this toll-free number: 1-888-267-7910
- visiting the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com)
- writing to: Gentek Siding Administrator, P.O. Box 8060, San Rafael, CA 94912-8060.

#### **19. How long will it take to get relief under the Settlement?**

On August 1, 2013, the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, Gentek will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals of the Court's order approving the Settlement. The relief provided for by the Settlement may not be implemented until appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed pursuant to the enhancements provided for by the Settlement. The claims will generally be reviewed on a first-come, first-served basis. Gentek will abide by the existing warranties while the settlement is pending and during any appeals period.

#### **20. What if Gentek denies my claim?**

If you believe Gentek wrongly denied your claim, you may, at your expense, hire an attorney to review your claim.

### **YOUR RIGHTS – GETTING OUT OF THE SETTLEMENT**

#### **21. What if I don't want to be part of the Settlement or the Class?**

You do not have to take part in the Settlement or be a Member of the Class. You can do what is called "excluding" yourself or "opting out." If you exclude yourself, you cannot get a payment and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with any lawsuit about the siding that you may have. You DO NOT lose any warranty coverage to which you are otherwise entitled if you exclude yourself from this settlement.

#### **22. How do I exclude myself from the Settlement?**

To exclude yourself, you must send written notice of your decision to request exclusion via first class mail to of the Claims Administrator at the following addresses: Gentek Siding Administrator, P.O. Box 8060, San Rafael, CA 94912-8060

Your request for exclusion should include the caption of this case, *Eliason, et al v. Gentek Building Products, Inc., et al*, Case No. 1:10-cv-2093 (N.D. Ohio), and must:

- be signed by you *and* your attorney, if you have one;

- state the address of the structure or structures that you wish to exclude from the Settlement;

AND

- specify the number of units of residential structure or other structures at each address that you believe may contain Steel Siding.

**Deadline for Exclusion:** Your request for exclusion from the Settlement must be postmarked or personally delivered by April 29, 2013 (no later than 45 days after the Notice Date).

If you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

**UNLESS YOU PROPERLY FILE A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION ON MATTERS RESOLVED IN THIS SETTLEMENT.**

**THIS IS TRUE:**

- even if you have objected to the settlement
- even if you are litigating a lawsuit regarding class period damage to the siding
- even if you sent in an exclusion request but sent it to an incorrect location

**23. If I exclude myself, can I get benefits from the Settlement or tell the Court that I don't think the Settlement is fair?**

No. If you exclude yourself, you cannot get any enhanced warranty benefits from the Settlement, and you cannot tell the Court that you don't like the Settlement (which is called "objecting"). If you exclude yourself, you are no longer part of the Class or the Settlement. But you can sue or be part of a different lawsuit against Gentek about the claims in this case.

**YOUR RIGHTS – OBJECTING TO THE SETTLEMENT**

**24. How do I tell the Court if I don't like the Settlement?**

If you're a Class Member and don't exclude yourself, you can object to the Settlement. This means you can tell the Court you don't like the Settlement or some part of it. For example, you can say you don't think the Settlement is fair or adequate or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the Settlement anyway.

To object, you or your lawyer must prepare a letter that contains all of the following:

- The name and title of the lawsuit, *Eliason, et al v. Gentek Building Products, Inc., et al*, Case No. 1:10-cv-2093 (N.D. Ohio).
- Your name, current address, and telephone number.
- The address of the structure or properties that may contain the allegedly Damaged Gentek Steel Siding, and the number of units of residential structure or other structures at each address containing the alleged Damage to Gentek Steel Siding.
- A written statement of objections clearly specifying the grounds or reasons for each objection.
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing;

AND

- Your signature *and* that of your attorney, if you have one.

Your objection letter must be sent to the Court, Class Counsel, and Gentek at the addresses below, and postmarked or received **no later than April 29, 2013** (45 days after the Notice Date).

**The Court:**

Clerk of the Court  
 United States District Court for the Northern District of Ohio  
 Thomas D. Lambros Federal Building and U.S. Courthouse  
 125 Market Street  
 Youngstown, OH 44503

**Class Counsel:**

WHITFIELD BRYSON  
 & MASON LLP  
 Gary E. Mason  
 1625 Massachusetts Ave., NW  
 Suite 605  
 Washington, DC 20036

CUNEO GILBERT  
 & LADUCA, LLP  
 Charles J. LaDuca  
 8120 Woodmont Ave.  
 Suite 810  
 Bethesda, MD 20814

MADDOX HARGETT  
 & CARUSO, P.C.  
 Barbara Quinn Smith  
 9930 Johnnycake Ridge Rd.  
 Suite 3F  
 Mentor, OH 44060

**Gentek Building Products, Inc.:**

QUINN EMANUEL URQUHART & SULLIVAN, LLP  
 Karin Kramer  
 50 California St.  
 33<sup>rd</sup> Floor

**25. What's the difference between objecting and excluding myself?**

Objecting is the way to tell the Court what you don't like about the Settlement. You can object only if you stay in the Class and the Settlement.

Excluding yourself is the way to tell the Court that you don't want to be a part of the Class and the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself, you can't object because the Settlement doesn't affect you anymore.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you have Gentek Steel Siding on your home or other structure, all decisions made by the Court in this lawsuit or about the Settlement will apply to you. If the Court approves the Settlement, you will have released Gentek from any further claims against it about the issues settled in this lawsuit, and you can't ever sue Gentek again about these issues. This is true even if you do not submit a warranty claim.

However, you will retain the right to make a claim under the Settlement Agreement until your warranty expires.

**THE LAWYERS REPRESENTING YOU**

**27. Do I have a lawyer in this lawsuit?**

The Court has designated the following lawyers to represent you and all Class Members. Together, these lawyers are called Lead Class Counsel. *You will not be charged for these lawyers.* The names and addresses of Lead Class Counsel are as follows:

WHITFIELD BRYSON  
& MASON LLP  
Gary E. Mason  
1625 Massachusetts Ave., NW  
Suite 605  
Washington, DC 20036  
Telephone: (202) 429-2290  
Telecopier: (202) 429-2294

CUNEO GILBERT  
& LADUCA, LLP  
Charles J. LaDuca  
8120 Woodmont Ave.  
Suite 810  
Bethesda, MD 20814  
Telephone: (202) 789-3960  
Telecopier: (202) 789-1813

MADDOX HARGETT  
& CARUSO, P.C.  
Barbara Quinn Smith  
9930 Johnnycake Ridge Rd.  
Suite 3F  
Mentor, OH 44060  
Telephone: (440) 354-4010  
Telecopier: (440) 848-8175

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

The lawyers who represent the Class will ask the Court for \$2.5 million in attorneys' fees and as reimbursement of their out of pocket expenses based on their work in this litigation. The amount of attorneys' fees and expenses to be awarded will be determined solely by the Court. The amount of the award will in large part be based on the amount of time spent by the lawyers litigating this case since 2010. The amount of expenses and fees awarded by the Court will not decrease or in any manner limit the remedies Class Members will receive under the Settlement. A motion for attorneys' fees, expenses, and costs will be submitted to the Court no later than April 29, 2013. The Court must approve any requests for fees, expenses, and costs before they may be paid.

You can object to Class Counsel's petition for award of attorneys' fees and reimbursement of related expenses. If you object, your objection letter must be sent to the Court, Class Counsel, and Gentek at the addresses below, and postmarked or received **no later than April 29, 2013** (17 days prior to the fairness hearing).

**29. Will the Named Plaintiffs who have worked with the lawyers receive any extra payment?**

Yes. To compensate them for work in this litigation, each of the Named Plaintiffs in each of the actions covered by the Settlement will be paid an incentive payment. Gentek has agreed to pay a total of \$ 25,000 towards incentive payments. Class Counsel has not yet determined the total collective amount of all incentive payments to be requested.

**THE COURT'S FINAL APPROVAL HEARING**

**30. When and where will the Court decide whether or not to approve the Settlement?**

The District Court will hold a Final Approval Hearing on August 1, 2013. At this hearing, the Court will consider whether or not the Settlement is fair and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the Settlement.

The Hearing will be held at: United States District Court for the Northern District of Ohio, Thomas D. Lambros Federal Building and U.S. Courthouse, 125 Market Street, Youngstown, Ohio 44503.

**31. Do I have to come to the Hearing?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send a written objection, 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 pay your own lawyer to attend, but it's not necessary.

**32. Can I have my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?**

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your notice of Appearance and any written objections you submit are postmarked or received by the Court, Gentek, and Class Counsel by April 29, 2013. If you do this, however, the cost of having your lawyer appear will be at your own expense.

### **GETTING MORE INFORMATION**

#### **33. Are more details about the Settlement and my rights under the Settlement available?**

This Notice summarizes the Settlement and your rights under the Settlement. It cannot tell you every right to which you may be entitled. To obtain further information or advice about your legal rights, you may contact Class Counsel or consult a lawyer at your own expense.

More details about the terms of the settlement are set forth in the Settlement Agreement. If you have questions or want to know more about the settlement, you can call the Claims Administrator toll-free, at 1-888-267-7910, or write to: Gentek Siding Administrator, P.O. Box 8060, San Rafael CA 94912-8060. You can also check the website, [www.SteelSidingSettlement.com](http://www.SteelSidingSettlement.com). The website has a copy of the complete Settlement Agreement and other important documents and will be maintained to provide answers to frequently asked questions.

You can also look at and copy the legal documents filed in this lawsuit at any time during regular office hours at the Office of the Clerk of the Court, United States District Court for the Northern District of Ohio, Thomas D. Lambros Federal Building and U.S. Courthouse, 125 Market Street, Youngstown, Ohio 44503.