

Current or former owners of structures with vinyl-clad, wood-framed windows may qualify for benefits from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A settlement has been reached with MW Manufacturers, Inc. (“MW”) about allegedly defective MW vinyl-clad, wood-framed windows (“MW Vinyl-Clad Windows”) manufactured from January 1, 1987 to May 23, 2014. The lawsuits allege that the MW Vinyl-Clad Windows contain certain design and/or manufacturing defects that make them susceptible to wood rot, staining, warping or discoloration. MW denies these allegations and claims that there are no problems with the MW Vinyl-Clad Windows. The Court has not decided who is right.

WHO’S INCLUDED?

You are receiving this Notice because MW’s records indicate you may be a member of the Settlement Class. The Settlement Class includes all individuals or entities that own or have owned homes, residences, buildings or other structures physically located in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands that contain or have contained vinyl-clad wood-framed windows manufactured by MW from January 1, 1987 to May 23, 2014 including, but not limited to, double-hung, casement, awning, sliding, fixed, special shape, picture, transom and side light windows sold under the names V-Wood, Freedom (a/k/a “Freedom Clad” or “MW Clad”), Freedom 600 (a/k/a “Builder Series 600” or “Series 600”), Revere or Freedom 800 (a/k/a “Pro Series 800” or “Series 800”). The majority of the windows have been marketed under the trade name MW Manufacturers; however, some of the windows have been marketed under the trade name Ply Gem Windows.

WHAT ARE THE SETTLEMENT TERMS?

Class members who file valid claims will be paid for each MW Vinyl-Clad Window covered by the Settlement that has qualifying damage (defined as visible evidence of wood rot, or staining, warping or discoloration in the window’s frame). The amount of

each payment will be adjusted based on a calculator available on the settlement website that accounts for the specific size and age of the window, the geographic region of the structure containing the window and whether the window that is subject to the claim was inside or outside its manufacturer’s warranty period. Please read the Claim Form that was sent with this Notice for information on what steps you need to take to file a claim, including what specific documentation you must provide in order for your claim to be accepted. The deadline to file a claim varies depending on when the Settlement becomes final and any applicable warranty period remaining on a window that is the subject of a claim.

Important details of the Settlement, how to file a claim, the deadlines to file a claim, and the effect of the Settlement on your rights are fully set forth in the Detailed Notice and the Settlement Agreement, which are available on the Settlement website, www.MWManufacturersVinylCladWindowSettlement.com. If you need an additional Claim Form, they are available at the website or by calling 1-866-752-0068.

YOUR OTHER OPTIONS.

If you do not want to be bound by the Settlement, you must exclude yourself by **September 13, 2014**. You may object to the Settlement by **September 13, 2014**. The Detailed Notice available at the Settlement website explains how to exclude yourself or object. The United States District Court for the District of Massachusetts will hold a hearing on **October 29, 2014** to consider whether to approve the Settlement and a request for attorneys’ fees in an amount that will not exceed \$2 million, costs in an amount not to exceed \$500,000 and incentive awards of \$5,000 for each of the four Named Plaintiffs. The date, time and location of the hearing may change, so you should check the website for updates. You do not need to appear at the hearing or hire your own attorney, although you have the right to do so at your own expense.

www.MWManufacturersVinylCladWindowSettlement.com
1-866-752-0068