

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

In re AZEK BUILDING PRODUCTS, INC.  
MARKETING AND SALES PRACTICES LITIGATION

Civil Action No.: 12-6627  
MDL Docket No. 2506

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you own certain AZEK Decking that you purchased before 2013,  
you could get benefits from a class action settlement.**

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

- A Settlement has been proposed with Defendants CPG International, LLC and AZEK Building Products, Inc. (together, “CPG”) in a class action lawsuit in which the Plaintiffs allege that CPG made misrepresentations about the qualities or attributes of certain historical AZEK Decking sold from August 2007 through December 2012 (“historical AZEK Decking”).
- This Settlement is about alleged misrepresentations CPG made in marketing materials about qualities and attributes of historical AZEK Decking.
- CPG denies all of the claims in the lawsuit but has agreed to the Settlement in order to avoid the cost and uncertainty of protracted litigation and trial.
- You are a Settlement Class Member if you are an individual who purchased certain AZEK Decking from August 1, 2007 through December 31, 2012, installed it at your residence in the United States, and you still own that residence. The following colors of AZEK Decking are part of this Settlement: Brownstone, Clay, Slate Gray, Ivory, White, Fawn, Kona, Sedona, Tahoe, Acacia, Morado, and Redland Rose. While some of these colors continued to be sold after 2012, the Settlement only includes decking sold before 2013.
- Your rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can receive benefits from this Settlement. If you submit a Claim Form, you will give up the right to sue CPG in a separate lawsuit about the claims this Settlement resolves regarding historical AZEK Decking.
<b>ASK TO BE EXCLUDED (OPT-OUT)</b>	If you decide to exclude yourself, you will keep the right to sue CPG in your own separate lawsuit about the claims this Settlement resolves regarding historical AZEK Decking, but you give up the right to receive the benefits this Settlement provides.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may object to it by following the procedures below and submitting your specific objection in writing.
<b>DO NOTHING</b>	If you are a Settlement Class Member, you are automatically part of the Settlement, but you need to timely file a Claim Form to receive benefits. If you do nothing, you will not receive the benefits that this Settlement provides and you will give up the right to sue CPG in a separate lawsuit about the claims this Settlement resolves regarding historical AZEK Decking.

QUESTIONS? CALL 1-855-229-7149 TOLL-FREE  
OR VISIT [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com)

## 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 about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Madeline Arleo of the United States District Court for the District of New Jersey is overseeing this class action. The case is known as *In re AZEK Building Products, Inc. Marketing and Sales Practices Litigation*, No. 2:12-CV-06627, MDL Docket No. 2506 (D.N.J.)

## 2. What is this lawsuit about?

The Plaintiffs claim that CPG made misrepresentations about the qualities and attributes of certain historical AZEK Decking that was sold at retail between August 1, 2007 and December 31, 2012. Plaintiffs claim that CPG represented in its marketing materials that AZEK Decking would not fade, stain, scratch or discolor. Plaintiffs claim that the Decking was prone to fade, stain, scratch or discolor and that CPG should have so informed its customers.

CPG denies all of these allegations. CPG contends that it made no misrepresentations about the AZEK Decking and that its Decking performed as advertised.

## 3. What is a class action?

In a class action, one or more people called Plaintiffs or Class Representatives sue on behalf of other people who have similar claims. In this case the following individuals serve as Class Representatives: Mel Beucler, John Edmonds, Barbara Derwich, Daniel Berkowitz, Kevin Mayhew, Christine Merriam, Joseph Solo, Jeffrey Wayne, and Joseph Marino. The people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who timely exclude themselves from the Class.

## 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or CPG. Instead, both sides agreed to this Settlement to avoid the cost and burden of further litigation and so the Settlement Class Members can receive benefits. The Class Representatives and their attorneys believe the Settlement is a fair and reasonable resolution of the claims asserted in this lawsuit.

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

You are part of the settlement if you are a current residential owner of AZEK Decking in the United States who purchased AZEK Decking from August 1, 2007 through December 31, 2012 and do not exclude yourself by following the instructions in Section 14 below.

## 6. How do I know if I am a Settlement Class Member?

To confirm that you are a Settlement Class Member, you should confirm your purchase date (which must be on or after August 1, 2007, and on or before December 31, 2012) and identify if your AZEK Deck is one of the following colors: Brownstone, Clay, Slate Gray, Ivory, White, Fawn, Kona, Sedona, Tahoe, Acacia, Morado, and Redland Rose. While some of these colors continued to be sold after 2012, the Settlement only includes decking sold before 2013. You must also still own the home at which you built your AZEK deck.

## 7. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are included, call 1-855-229-7149, go to [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com).

## 8. How do I know if I am eligible for Settlement benefits?

All Settlement Class Members are eligible for benefits under the Settlement. To receive any benefits, the Settlement Class Member must submit a timely and valid Claim Form and all required supporting documentation. A Claim Form is available for download at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com). Instructions are attached to the Claim Form and available at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com).

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**9. What are the Settlement benefits?**

If you are an Authorized Claimant, you will receive 10% of what you paid for the historical AZEK Decking, not including what you paid for labor and installation or other deck parts (the “Benefit”). This amount is limited to one claim per residential property address and no Settlement Class Member may receive more than \$2,000 per residential property.

The Benefit is subject to the following set-off and/or reductions:

A dollar-for-dollar offset for any prior cash refund provided such refund is related to the allegations in the Fourth Amended Complaint.

A set-off for any previously-provided partial or complete Decking replacement in the amount of \$2 per linear foot.

A set-off for or professional cleaning/conditioning previously provided in the amount of \$1 per linear foot.

A set-off for each bottle of DeckMax previously provided (whether by coupon/voucher or product itself) in the amount of \$50 per bottle.

**10. How do I get benefits and what is the Claim Period?**

To obtain benefits under this Settlement, you must submit a Claim Form. Claim Forms can be found online at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com). Claim Forms are also available by calling 1-855-229-7149 or by contacting the Notice Administrator at the following: Azek Decking Settlement c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614; or [info@azekdeckingsettlement.com](mailto:info@azekdeckingsettlement.com).

You may submit a claim form beginning on October 17, 2017 until April 17, 2018. You may submit the Claim Form electronically or by mailing it to Dahl Administration at the addresses listed above. Failure to submit your Claim Form by the deadline will result in the denial of your claim.

Please carefully follow the Claim Form instructions and include the required supporting documentation. Claims will be reviewed within thirty (30) days of receipt and if any deficiencies are identified then a reasonable opportunity to cure will be provided, as set forth in Paragraph 8.4 of the Settlement Agreement, which can be viewed at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com).

No checks shall be issued to any Settlement Class Member until at least thirty (30) days after the Effective Date. The Effective Date shall occur on the first date when all of the following conditions have been satisfied: The Court has granted final approval of the Settlement following notice to the Settlement Class Members and has entered a Final Order and Judgement; and the Final Order and Judgement has become final by virtue of the passing of all opportunities to appeal. The Effective Date will be set forth at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com) when it is known.

**11. When will the Court decide final approval of the Settlement?**

The Court will hold a hearing at 11 a.m. on February 20, 2018, at the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101, to decide whether to grant final approval of the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will also consider Class Counsel’s application for an award of attorneys’ fees and expenses, and the proposed service awards. Settlement Class Members are welcome to attend the Final Approval Hearing, including through their choice of counsel at their own expense, but it is not necessary for them to attend to receive their benefits under the Settlement. If you want to be heard at the Final Approval Hearing, you must file a notice of your intent to appear with the Court no later than January 26, 2018. The Settlement will not become final until the Court grants final approval of the Settlement and any appeals have been resolved.

**12. What rights am I giving up to receive benefits and stay in the Settlement Class?**

Unless you timely exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, you will be bound by any judgment and will not be able to sue CPG regarding the legal claims that were litigated in this case (even if you have objected to the Settlement and even if you have other claims, lawsuits, or proceedings pending against CPG involving the Decking covered by this Settlement), but you will be able to submit a Claim Form to receive benefits from this Settlement. The specific rights you are giving up are called Released Claims.

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### 13. What are the Released Claims?

Upon the Effective Date of the Settlement, Plaintiffs and the Settlement Class will be deemed to have, and by operation of the Court's Final Judgment and Order of Dismissal, will have, fully, finally, and forever released, relinquished and discharged the Released Parties from all Released Claims.

The term "Released Claims" means and includes, in addition to all claims set forth in the Complaints, any and all claims, demands, rights, liabilities, actions, causes of action, proceedings, judgments, liens, obligations, damages, equitable, legal and administrative relief, interest, attorneys' fees, expenses and costs, disbursements, losses, consequential damages, penalties, punitive damages, exemplary damages, damages based on a multiplication of compensatory damages, damages based on emotional distress and mental anguish, demands, obligations, rights, liens, entitlements, indemnities, and contributions of any kind or nature whatsoever related to Decking Boards, whether known, unknown or presently unknowable, suspected or unsuspected, latent or patent, accrued or unaccrued, asserted or unasserted, fixed or contingent, liquidated or unliquidated, matured or unmatured, and whether based on federal or state statute, regulation, ordinance, contract, common law, or any other source that has been, could have been, may be, or could be directly or indirectly alleged, asserted, described, set forth or referred to now, in the past, or in the future by the Settlement Class either in this MDL Litigation, or in any other court action or proceeding, or before any administrative or regulatory body, tribunal or arbitration panel. Specifically, Settlement Class Members release all claims relating to the appearance and maintenance of AZEK decking, including but not limited to blistering, peeling, flaking, cracking, splitting, cupping, rotting, chalking, warping, discoloring, fading, lightening, weathering, degrading, scratching, spotting, staining, cleaning requirements, dirt/debris, mold/mildew, and expansion/contraction, as well as all claims arising out of or relating to allegations that AZEK decking caused or is causing other damage, including but not limited to damage to other property. The "Released Claims" further include, without limitation, all causes of action related to the design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, or installation of AZEK Decking, without regard to whether such cause of action is or could be brought pursuant to common law, or any federal or state statute, regulation, or ordinance, including but not limited to federal or state statutes or regulations concerning unfair competition; unfair or deceptive methods of competition; unfair, deceptive, fraudulent, unconscionable, false or misleading conduct, acts, advertising or trade practices; consumer protection; or under the common law of any state as a claim for breach of contract, breach of express and implied warranties, reformation of warranty, breach of fiduciary duty, fraud, intentional misconduct, unjust enrichment, misrepresentation (negligent or otherwise), tort, negligence, breach of constructive trust, breach of the implied covenant of good faith and fair dealing, or any other common law or statutory basis. This Release does not release CPG from claims for bodily injury, including claims for pain and suffering, emotional distress, mental anguish, or similar damages suffered as the result of such bodily injury. Settlement Class Members will retain their rights, if any, under the terms of the applicable AZEK Lifetime Limited Warranty.

The term "Released Parties" or "Released Party" mean CPG and any and all past, present, and future parent companies, subsidiaries, predecessors, successors, divisions, affiliates, assigns, and their respective past, present, and future officers, stockholders, directors, agents, employees, attorneys, insurers, or representatives, including but not limited to AZEK Building Products Inc. "Released Parties" or "Released Party" also includes any and all past, present, and future vendors, distributors, retailers, dealers, contractors, and any other person or entity who sold, distributed and/or installed AZEK Decking.

### 14. How do I exclude myself from the Settlement?

Settlement Class Members have the right to request exclusion from (*i.e.*, opt out of) the Settlement Class by sending a written request for exclusion to Class Counsel and the Notice Administrator postmarked by December 15, 2017. The request for exclusion must bear the signature of the Settlement Class Member (even if represented by counsel), and state the address of the structure(s) that may contain Decking Boards. If the Settlement Class Member is represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member. No request to opt-out will be valid unless it complies with these requirements. If a timely and valid request to opt out is made by a Settlement Class Member, then that person will no longer be a member of the Settlement Class and shall not be affected by or bound by the Settlement, and shall receive no benefits from the Settlement.

**15. How do I object to the Settlement?**

Settlement Class Members have the right to object to the Settlement by sending written objections via first class mail postmarked by December 15, 2017 to the Court, Class Counsel, and the Notice Administrator. The objection must: bear the signature of the Settlement Class Member (even if represented by counsel); state the Settlement Class Member’s current address and telephone number; and state (a) the address of the structure(s) that may contain AZEK Decking Boards and (b) whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the notice of objection shall also be signed by the attorney who represents the Settlement Class Member. All objectors will be deemed to consent to the taking of their deposition for no more than four (4) hours in a location convenient to the Settlement Class Member within seven (7) days of the filing of the objection.

Any papers not filed and served in the prescribed manner and time will not be considered at the Final Approval Hearing, and all objections not made in the prescribed manner and time shall be deemed waived. Any objections by a Settlement Class Member must be exercised individually by that Settlement Class Member, not as or on behalf of a group, class, or subclass. Any Settlement Class Member that desires to appear in person at the Final Approval Hearing for the purpose of objecting to the Settlement must file a written notice of intent to appear with the court by January 26, 2018.

**16. Who are the attorneys appointed to represent the Settlement Class?**

The Court has appointed the following lawyers to represent you and the other Settlement Class Members:

James E. Cecchi Lindsey H. Taylor Carella, Byrne, Cecchi, Olstein, Brody& Agnello, P.C. 5 Becker Farm Road Roseland, New Jersey 07068 azekSettlement@CarellaByrne.com	Christopher A. Seeger Seeger Weiss LLP. 77 Water Street New York, NY 10021	Jonathan Shub Kohn Swift & Graf, P.C. One South Broad Street Suite 2100 Philadelphia, PA 19107 azekSettlement@KohnSwift.com
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel (set forth in the preceding section) will ask the Court for approval to have CPG pay them (collectively) no more than 5.25 million dollars in attorneys’ fees plus which includes reasonable out-of-pocket expenses. Class Counsel will also request the Court to award \$5,000 service awards to each of the Class Representatives in recognition of their services provided to the Settlement Class Members. If approved, all of these amounts, as well as the costs associated with administering the Settlement, will be paid separately by CPG and will not reduce the amount of Settlement benefits available to Settlement Class Members in any fashion.

**18. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement, which is available at [www.azekdeckingsettlement.com](http://www.azekdeckingsettlement.com).