



PEK

Eubank, et al. v. Pella Corporation, et al.
U.S. DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Case No. 06-cv-4481

**YOU MUST SUBMIT
YOUR CLAIM FORM
POSTMARKED BY
JUNE 20, 2018**

Submitting a Claim under the Eubank v. Pella Corp. Settlement Agreement

CLAIMANT INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	M.I.	Last Name
<input type="text"/>		
Primary Address		
<input type="text"/>		
Primary Address Continued		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation

To make a claim through the claims process for benefits that may be available as a result of the settlement reached in the litigation titled *Eubank et al. v. Pella Corporation et al.*, you must fill out the attached Claim Form as completely as you can and send it to the following address so that it is postmarked by June 20, 2018:

Eubank v. Pella Corporation Settlement Administrator
P.O. Box 404041
Louisville, KY 40233-4041

Each property owner making a claim must submit a separate Claim Form. You may obtain extra copies by calling 1-866-658-6764 or online at the following address: www.pellawindowsettlement.com.

Class members submitting claims may be contacted by representatives of counsel for the class or by the settlement administrator for additional information regarding the class member's claims.

Deadline: If you do not complete and mail your Claim Form to the *Eubank v. Pella Corporation* Settlement Administrator at the address provided above so that it is postmarked by June 20, 2018, your claim will be rejected and you will be precluded from sharing in any benefits provided by the settlement. Do not send your Claim Form to the Court or to anyone other than the *Eubank v. Pella Corporation* Settlement Administrator.

IT IS IMPORTANT THAT YOU TRY TO ANSWER ALL QUESTIONS AS FULLY AND ACCURATELY AS POSSIBLE. FAILURE TO FULLY ANSWER THE QUESTIONS OR TO PROVIDE THE REQUESTED INFORMATION AND/OR DOCUMENTATION MAY IMPACT YOUR ABILITY TO OBTAIN BENEFITS.

If you need additional space to complete the Claim Form, please attach additional pages, and identify by question number which question(s) you are answering on your attached pages.



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> A <input type="radio"/> B	<input type="radio"/> RED <input type="radio"/> ATP
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CLAIM FORM

NOTE: SUPPORTING DOCUMENTATION WILL BE REQUIRED FOR ALL CLAIMS. A LIST OF ACCEPTED SUPPORTING DOCUMENTATION CAN BE FOUND ON PAGES 9-10 OF THE FORM.

A. IDENTIFICATION OF PERSON SUBMITTING THIS FORM AND THE STRUCTURE CONTAINING PELLA WINDOWS.

1. Your phone number and email:*

Daytime Telephone Number

Evening Telephone Number

Email

Secondary Email

* For promptness and accuracy, we prefer to contact you by email and will do so if possible. Accordingly, please provide your email address. If necessary, we may also contact you by phone or by US mail.

2. Physical Address of Structure:

If different from the above mailing address, please identify the street address of the Structure which contains or contained one or more Pella ProLine Casement window(s) for which this claim applies:

Street Address, including apartment, unit or box number

City

State

Zip Code

3. With respect to the Structure, please check all that apply:

You are the **current owner**

You are the **former owner**

You are the **original owner**

4. How many Pella ProLine Casement, Awning and Transom windows are/were installed in the Structure?

Total number of windows:



B. IDENTIFICATION OF ELIGIBLE DAMAGE AND COSTS.

The settlement provides benefits to certain claimants who can establish “Eligible Damage.” A copy of the settlement agreement may be found at www.pellawindowsettlement.com. Please fill out the information below to identify what Eligible Damage and costs you are claiming. For purposes of the settlement, Eligible Damage means water-related damage to a Pella ProLine® brand wood casement, awning, and/or transom window (including 250 and 450 Series) manufactured by Pella Corporation between January 1, 1991 and December 31, 2009 (“Window”) because of water penetrating between the aluminum cladding of the window and the window sash, as well as the consequences of such water penetration and damage, which includes: 1. Damage to the Window; 2. Damage to the finishing on such Window; 3. Damage to other property surrounding such Window, such as water related damage to the Structure in which such Window was installed; and 4. Labor costs necessary to replace a window or its sash because it was or is damaged from water penetration as described above and/or was or is causing damage to other property surrounding the Window such that replacement was or is necessary to fix such damage.

For Eligible Damage to or from a Window repaired or replaced more than 15 years after the Date of Sale, or if not repaired, with a Date of Sale that is more than 15 years before the Direct Class Notice Date, the cash award will be 25% of the sum of these four categories.

1. How many of the Windows identified in section A.4 above do you contend sustained Eligible Damage and already were repaired or replaced or still need to be repaired or replaced?

a. Windows With Eligible Damage that already were repaired/replaced:

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b. Windows With Eligible Damage that still need to be repaired/replaced:

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Total Windows With Eligible Damage:

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2. Categories and Costs of Eligible Damage. Please identify the type of Eligible Damage that you sustained and the total to repair such Eligible Damage. To the extent reasonably possible, please separate Eligible Damage and costs into the following four categories:

a. Cost of Product. If you already replaced or need to replace one or more windows or sashes because of Eligible Damage, then check the “Cost of Product” category, and state the total amount paid or to be paid to replace such product. Please include only the cost of the actual product in this category, not other costs such as the cost to install or finish the product.

b. Cost of Finishing. If you incurred or need to incur costs to repair damage to finishing on one or more windows or sashes because of Eligible Damage, then check the “Cost of Finishing” category, and state the total amount paid or to be paid to finish or refinish the windows or sashes (including cost of paint, stain or varnish and/or the cost of labor to have a contractor apply the paint, stain or varnish). “Finishing” refers to painting, staining or varnishing the exposed wood portion of a window or sash. It does not include painting, staining or varnishing wood trim, wallboard or other surfaces that are not on the window but are surrounding a window, which belong in the “Cost to Repair Other Property” category.

c. Cost of Installation. If you incurred or need to incur labor costs to install one or more windows or sashes that were damaged because of Eligible Damage, then check the “Cost of Installation” category, and state the total amount paid or to be paid to install such windows or sashes.

d. Cost to Repair Other Property. If you incurred or need to incur costs to repair other categories of damage such as damage to surrounding structure, trim, wallboard, or paint because of water penetrating between the aluminum cladding of the window and the window sash, then check the “Costs to Repair Other Property” category, and state the total amount paid or to be paid to repair such other damage (including labor costs and costs of materials such as paint, wallboard, spackle, etc.).



NOTE: To the extent that you cannot separate the Eligible Damage into the categories described above (for instance, if the repairs and estimates have already occurred and are not separated out into these categories), please provide as much information about the Eligible Damage as possible.

C. SUMMARY OF ELIGIBLE DAMAGE AND COSTS CLAIMED FOR ALL WINDOWS IDENTIFIED IN RESPONSE TO QUESTION B.1.

1. Windows That Already Were Repaired/Replaced

For the windows and/or sashes that you already repaired or replaced and identified in response to Question B.1.a., above, please identify below the type of Eligible Damage that was repaired or replaced and the total amount incurred to repair or replace such Eligible Damage:

Check all categories of Eligible Damage

Costs*

<input type="radio"/>	Cost of Product:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost of Finishing:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost of Installation:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost to Repair Other Property: (i.e., damage in addition to those items listed above)	\$	<input type="text"/>	.	<input type="text"/>
Total Costs for <u>All</u> Repaired Windows		\$	<input type="text"/>	.	<input type="text"/>

* **Important:** If you do not know the precise breakdown of costs, please try to obtain this information from your contractor. If this information is unavailable, please check all categories of Eligible Damage that were repaired and put the total repair amount in “Total Repair Costs for All Repaired Windows.”

2. Windows That Still Need To Be Repaired/Replaced

For the windows and/or sashes that still need to be repaired or replaced and were identified in response to Question B.1.b., above, please identify below the type of Eligible Damage that needs to be repaired or replaced and the total amount needed to repair such Eligible Damage:

Check all categories of Eligible Damage

Costs**

<input type="radio"/>	Cost of Product:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost of Finishing:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost of Installation:	\$	<input type="text"/>	.	<input type="text"/>
<input type="radio"/>	Cost to Repair Other Property: (i.e., damage in addition to those items listed above)	\$	<input type="text"/>	.	<input type="text"/>
Total Repair Costs for <u>All</u> Windows to be Repaired or Replaced		\$	<input type="text"/>	.	<input type="text"/>

** **Important:** Please attach the estimate from Pella and/or window contractor. If you have yet to obtain an estimate from Pella or another window contractor, please instruct the contractor, to the extent practicable, to separate the estimate into the above categories of Eligible Damage.



D. INFORMATION ON EACH WINDOW THAT SUSTAINED OR CAUSED ELIGIBLE DAMAGE.

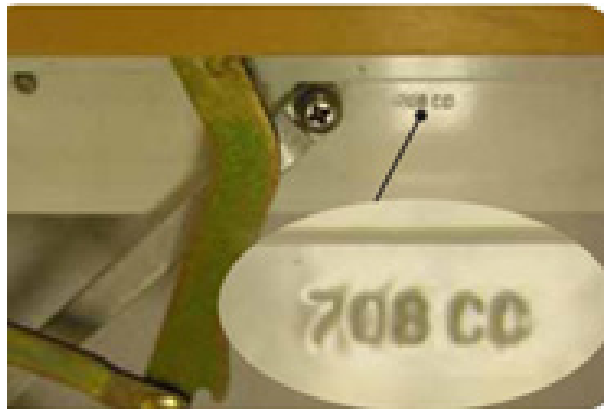
For each Window with Eligible Damage, please fill out the information below, identifying (1) the type of window (Casement, Awning or Transom); (2) the Glass Etch and Product ID Stamp or Unit ID Label; (3) the date when Eligible Damage to the window or surrounding area was discovered; (4) whether the Eligible Damage already has been repaired and, if so, the date of repair; and (5) the type of Eligible Damage sustained to or from that window and the costs of repairing such damage.

Glass Etch. The Glass Etch is located in one of the corners of each window, and will look something like one of the two following examples:

IGCC © CBA
IGMAC CIG-2
4-91

Pella
IGCC©CBA
CIG-2 4-89

Product ID Stamp. Windows manufactured between 1991 - 1997 have a Product ID Stamp that is typically located near the corner of the sill of the product, and looks like this:



Unit ID Label. Windows manufactured between 1998 - 2009 have a Unit ID Label that can be found on interior lower corner of the glass of each window, and looks like this:



1. WINDOW #1

a. Window Type: Casement Awning Transom

b. Glass Etch Number:

and

Product ID Stamp (1991 - 1997 windows) or Unit ID Label (1998 - 2009):

c. Date when Eligible Damage was first noticed (mm/dd/yyyy): / /

d. Was Eligible Damage Previously Repaired? Yes No

If "Yes," date (mm/dd/yyyy): / /

e. Is/Was Eligible Damage to the full window unit or just to the sash? full unit sash only

f. Type of Eligible Damage sustained and cost to repair such damage:

Check all categories
of Eligible Damage

Costs**

- Cost of Product: \$.
- Cost of Finishing: \$.
- Cost of Installation: \$.
- Cost to Repair Other Property:
(i.e., damage in addition to
those items listed above) \$.

Total Repair Costs for this window/sash: \$.

** **Important:** Please attach the estimate from Pella and/or window contractor. If you have yet to obtain an estimate from Pella or another window contractor, please instruct the contractor, to the extent practicable, to separate the estimate into the above categories of Eligible Damage.

g. If you already replaced this window/sash, was replacement necessary to remediate water damage to property surrounding the window and to prevent further such damage? Yes No

h. If you still need to replace this window/sash, is replacement necessary to remediate water damage to property surrounding the window and to prevent further such damage? Yes No



3. Date(s) of Purchase

Were all Windows with Eligible Damage purchased on the same date? Yes No

If "Yes," state the date (mm/dd/yyyy): / /

If "No," identify the various purchase dates and the Windows purchased on those dates:

/ / - date of purchase for window #s _____

/ / - date of purchase for window #s _____

4. Date(s) of Installation

Were all Windows with Eligible Damage installed on or around the same date? Yes No

If "No," identify the various installation dates and the Windows installed on those dates:

/ / - date of installation for window #s _____

/ / - date of installation for window #s _____

5. Additional Information

Please state below any additional information which you believe would be helpful in evaluating your claim.



E. REQUIRED SUPPORTING DOCUMENTS

- 1. Ownership Documentation.** Please attach documentation that verifies that you are the current or former owner of the property containing the Pella ProLine Casement, Transom or Awning Window(s) identified in your Claim Form during the period when Eligible Damage was repaired or needs to be repaired.

Examples of sufficient documentation of property ownership include a copy of a mortgage statement or payment coupon, the declarations page of property, homeowner's or title insurance, a copy of a property tax bill, property deeds or deeds of trust, or other documentation demonstrating ownership, including the property address. The documentation must be (a) for/from the year in which the repairs or replacements took place, or (b) for/from the current year if the window(s) has/have yet to be repaired or replaced. **YOU NEED ONLY PROVIDE ONE FORM OF DOCUMENTATION.**

If you are the owner of an individual living unit such as a condominium or townhouse, then you must also provide satisfactory proof that you have/had the maintenance obligation during the period when the Pella ProLine Casement, Awning or Transom Window(s)' Eligible Damage was repaired or needs to be repaired. **Examples of satisfactory proof of maintenance obligations include** a copy of the Covenants, Conditions and restrictions governing the condominium or townhouse.

- 2. Documentation that 1991-2009 ProLine Casement, Awning or Transom windows were installed in your Structure.** This settlement only covers Eligible Damage caused to or by ProLine Casement, Awning or Transom Windows manufactured between 1991 and 2009 that were installed in your Structure. It is therefore necessary to establish that the Windows identified in Sections B and C, above, are covered by the settlement.

Establishing qualifying windows. As shown above, you can establish that you have qualifying windows by identifying the Glass Etch and Product ID Stamp or Unit Label of any window for which you are seeking benefits under this settlement. This can be done by providing that information in writing or by providing a photograph of the Glass Etch and Product ID Stamp or Unit Label of each window for which you are submitting a claim. If you are unable to identify the Glass Etch and Product ID Stamp or Unit Label of any window for which you are submitting a claim, then you must submit documentation establishing that each such window is of the type and vintage covered by the settlement. This may be established, for example, by submitting (1) a signed statement from your contractor on the contractor's letterhead or in an affidavit identifying your windows as ProLine Casement, Awning or Transom windows manufactured between 1991-2009; (2) a prior written statement from Pella or any Pella distributor identifying the windows as ProLine Casement, Awning or Transom windows manufactured between 1991-2009; or (3) other documents, such as purchase orders, establishing that you purchased qualifying ProLine Casement, Awning or Transom windows.

Establishing installation of the windows. To the extent possible, please provide documents establishing the actual or, if unavailable, the approximate dates of installation of the windows at issue in your Claim Form. This may include, for example, credit or debit card records, a contract for installation of the windows or canceled checks to your contractor for window installations.



G. IMPORTANT NOTICE REGARDING SUBMISSION TO THE JURISDICTION OF THE COURT IN ILLINOIS

By the filing of this Claim Form, you hereby submit to the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, for the purposes of this claim.

H. VERIFICATION OF PROPERLY SUBMITTED CLAIM

The benefits provided by the settlement are for otherwise unreimbursed costs and expenses actually incurred or to be incurred by you related to Eligible Damage covered by the settlement. By submitting this Claim Form, you verify, under oath and penalty of perjury, that you have not been reimbursed or compensated for any of the Eligible Damage that you are seeking in this Claim Form.

The benefits provided by the settlement DO NOT cover wood deterioration damage that was caused by any of the following causes:

- (i) misuse, or intentional, reckless, accidental, and/ or negligent physical damage to a window caused directly or indirectly by a Settlement Class Member or other person;
- (ii) damage to windows to the extent resulting from natural disaster including, but not limited to fire, hurricane, wind, flood, earthquake or earth movement;
- (iii) damage resulting from causes unrelated to window performance (such as plumbing leaks, interior water spills, fire damage, caulk or putty cracks, or any other defect in the Structure);
- (iv) damage due to racking, covering or blocking of weep holes or drilling holes through the window frame;
- (v) damage due to improper storage, handling, installation, modification, or maintenance;
- (vi) damage due to an altered or reinstalled window;
- (vii) damage due to finishes, sealants or caulking not applied by Defendants or failure to finish the product in a timely manner;
- (viii) damage caused to wood, medium density fiberboard, or sheetrock, sills or jambs by natural weathering;
- (ix) damage caused by exterior leaks; and
- (x) damage caused by interior condensation.

By submitting this Claim Form, you verify, under oath and the penalty of perjury, that, to the best of your knowledge, none of the damage for which you are seeking benefits in this Claim Form was caused by any of the causes identified immediately above.

By submitting this Claim Form, you verify, under oath and the penalty of perjury, that, to the best of your knowledge, all of the damage for which you are seeking benefits in the this Claim Form was not caused by any cause other than water penetrating between the aluminum cladding of the window and the window sash at the corner joint of the cladding or at the glazing/Sash interface.

By submitting this Claim Form, you verify, under oath and penalty of perjury, that no portion of any Claims that you ever had, now have, or may in the future have against Pella Corporation, Pella Windows and Doors, Inc. or any other "Releasee" under the settlement agreement, and no portion of any recovery for which you are submitting this Claim Form has been assigned or transferred by you to any person, corporation or government body.

By submitting this Claim Form, you verify, under oath and penalty of perjury, that you are not currently employed by Pella Corporation or Pella Windows and Doors, Inc.

I. SIGNATURE AND DECLARATION

By signing this Claim Form, I declare under penalty of perjury and pursuant to penal code 28 U.S.C. §1746, that the information I provided in this Claim Form, the verifications above, and all supporting documentation submitted with this Claim Form are true and correct to the best of my knowledge.

Signature of Claimant

Date (mm/dd/yyyy)



