

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

Washburn's Autobody and Thomas Brassard	:	CHITTENDEN
v.	:	SUPERIOR COURT
PPG Industries, Inc., et al.	:	DOCKET NO. 1122-04CnC
	:	

**COVER PAGE SUMMARY NOTICE OF
PROPOSED SETTLEMENTS OF CLASS ACTION**

TO: ALL PERSONS WHO INDIRECTLY PURCHASED AUTOMOTIVE REFINISHING PAINT PRODUCTS IN THE STATE OF VERMONT FROM JANUARY 1, 1993, TO SEPTEMBER 24, 2004, ("THE CLASS"):

If you had all or part of the paint on your vehicle refinished during the period beginning January 1, 1993 through September 24, 2004, or you are an automobile refinisher or auto repair shop who purchased paint during that period, you may be entitled to get some of your money back. There is a class action lawsuit in which several paint companies have settled claims for a total of \$780,000. That money may be available to be divided up among people who fit into the categories described above.

Thus, you are hereby notified that this action has been preliminarily certified as a class action for settlement purposes and that separate settlements have been proposed with each of the five Defendants in the following amounts: (i) Defendants BASF Aktiengesellschaft, BASF Coatings AG, and BASF Corporation (collectively, "BASF"): \$125,000; (ii) Defendants The Sherwin-Williams Company and Sherwin-Williams Automotive Finishes (collectively, "Sherwin-Williams"): \$125,000; Defendant PPG Industries, Inc. ("PPG"): \$240,000; Defendants Akzo Nobel Car Refinishes B.V. and Akzo Nobel Coatings Inc. (collectively "Akzo"): \$90,000; and Defendants E.I. duPont de Nemours and Company, and DuPont Performance Coatings, Inc. (collectively, "DuPont"): \$200,000. As part of the proposed settlements, the claims against all Defendants will be dismissed with prejudice. A hearing will be held before the Honorable Helen M. Toor in the Chittenden County Superior Courthouse, 175 Main Street, Burlington, Vermont 05402, at 9:00 a.m., on July 20, 2009 to determine whether the proposed settlements should be approved by the Court as fair, reasonable and adequate, and to consider attorneys' fees for Plaintiffs' Counsel and reimbursement of expenses.

Indirect purchasers are persons or entities who purchased automotive refinishing paint products from someone other than the manufacturer of the product. For example, indirect purchasers include people or entities who obtained repairs to their vehicles that required the use of automotive refinishing paint products. Indirect purchasers also include repair shops and refinishers who purchased automotive refinishing paint products from independent suppliers, such as jobbers or warehouse distributors, as opposed to the manufacturers of such products.

Under the proposed settlement, a) those who indirectly purchased Automotive Refinishing Paint for the purpose of applying it to motor vehicles, such as repair or custom refinishing shops, and b) individuals without insurance who purchased refinishing paint as part of a repair to their vehicle will be entitled to submit a claim to collect a portion of the monies expended for such paint refinishing products. Those individuals with insurance will also be bound by the settlement. However, due to the expenses involved in identifying and notifying such individuals of the settlement and the administrative expenses of calculating the value of their claims, such individuals will not be entitled to submit claims and will share in the settlement solely to the extent that 25% of the available settlement funds will be donated to a Vermont charitable organization whose mission is related to the use and/or repair of motor vehicles.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. Please review the full printed Notice of Proposed Class Action Settlements (the "Settlement Notice"), and a Proof of Claim form. You may also obtain copies of these documents by contacting:

**Vermont Autopaint Settlement Claims Administrator
Strategic Claims Services
P.O. Box 230
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063
www.strategicclaims.net**

Inquiries, other than requests for the forms of Notice and Proof of Claim, may be made to Plaintiffs' Lead Counsel: Dennis J. Johnson, Esq., or Eben Duval, Esq., P.O. Box 2305, 1690 Williston Road, S. Burlington, VT 05407, Telephone (802) 862-0030.

To participate in the settlement, you must submit a Proof of Claim no later than September 8, 2009 and your claim must be received by the Claims Administrator by September 14, 2009. As more fully described in the Settlement Notice, all exclusions from the Class or objections to the settlement must be postmarked no later than June 29, 2009.

Further information may be obtained by directing your inquiry in writing to the Claims Administrator, Strategic Claims Service, at the address listed above.

By Order of the Court

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

<u>Washburn's Autobody and Thomas Brassard</u>	:	CHITTENDEN
v.	:	SUPERIOR COURT
<u>PPG Industries, Inc., et al.</u>	:	DOCKET NO. 1122-04CnC
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NOTICE OF PROPOSED CLASS ACTION SETTLEMENTS

ATTENTION VERMONT RESIDENTS WHO INDIRECTLY PURCHASED AUTOMOTIVE REFINISHING PAINT PRODUCTS FROM
JANUARY 1, 1993 TO SEPTEMBER 24, 2004

PLEASE READ THIS NOTICE OF SETTLEMENTS CAREFULLY AND IN ITS ENTIRETY

1. WHY DID I RECEIVE THIS NOTICE?

Your rights may be affected by a class action lawsuit filed in Vermont entitled *Washburn's Autobody and Thomas Brassard v. PPG Industries, Inc., et al.* (Chittenden County Superior Court). You are receiving this notice because you have been identified as a potential class member. The Court has preliminarily approved separate settlement agreements ("Settlement Agreements") which provide for settlement of this lawsuit with Akzo Nobel Car Refinishes B.V. and Akzo Nobel Coatings Inc. (collectively "Akzo"); The Sherwin-Williams Company and Sherwin-Williams Automotive Finishes Corporation (collectively "Sherwin-Williams"); BASF Aktiengesellschaft, BASF Coatings AG, and BASF Corporation (collectively "BASF"); E.I. duPont de Nemours and Company, and DuPont Performance Coatings, Inc. (collectively "DuPont"); and PPG Industries, Inc. ("PPG") the five Defendants in this case, (collectively, "the Settlements") and has scheduled a hearing to consider the fairness, adequacy, and reasonableness of the proposed Settlement Agreements and award of attorneys' fees and costs. The amounts of such Settlement Agreements are as follows: a) Akzo: \$90,000; b) Sherwin-Williams: \$125,000; c) BASF: \$125,000; d) DuPont: \$200,000; e) PPG: \$240,000; (collectively, "the Settlement Funds"). Thus, the total value of the Settlements is \$780,000. If all Settlement Agreements are approved, all claims in the litigation will be dismissed with prejudice.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs, who are Vermont indirect purchasers of automotive refinishing paint, have alleged claims against all Defendants for violations of the Vermont Consumer Fraud Act. Plaintiffs claim that Defendants unlawfully agreed among themselves to increase prices for automotive refinishing paint products and, as a result, indirect purchasers of automotive refinishing paint products in Vermont paid higher prices than they otherwise would have paid. The Defendants deny that they have violated the laws of the State of Vermont and claim that the prices paid by purchasers of automotive refinishing products reflected lawful competition. The Court has not made any rulings regarding the merits of the Plaintiffs' allegations. No Class has yet been certified in the underlying litigation.

3. WHAT IS AUTOMOTIVE REFINISHING PAINT?

Automotive refinishing paint products means any liquid paint product that (among other possible uses) is commonly applied to motor vehicles subsequent to the initial manufacturing process. Automotive Refinishing Paint includes: basecoat paint, clearcoat paint, single-stage finish, primer, accelerator, activator, thinner and hardener.

4. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called Class Representatives (in this case Washburn's Autobody and Thomas Brassard) sue on behalf of people who have similar claims. All these people together are a Class or Class Members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. THE COURT'S CLASS ACTION RULING

The Court ruled on April 29, 2009 that a Class of indirect purchasers be certified solely in connection with the Settlement Agreements. If you are a member of the Settlement Class, you are eligible to participate in the Settlement Agreements and potentially receive a portion of the Settlement Funds. The Settlement Class consists of the following:

All individuals or entities (excluding government entities, Defendants, their parents, predecessors, subsidiaries, affiliates, and any person or entity proven to be their co-conspirator) who purchased automotive refinishing paint in Vermont indirectly from any of the Defendants or any predecessor, subsidiary or affiliate thereof at any time during the period from January 1, 1993 to September 24, 2004, and who do not exclude themselves from the Settlement Class.

The Court designated Washburn's Autobody and Thomas Brassard as Representatives of the Settlement Class. The Court designated Johnson & Perkinson as Counsel for the Settlement Class ("Class Counsel").

6. WHAT IS AN "INDIRECT PURCHASER"?

Indirect purchasers are persons or entities who purchased automotive refinishing paint products from someone other than the manufacturer of the product, for example an intermediary source such as a retail outlet. "Indirect purchasers" in this case include but are not necessarily limited to persons or entities that paid for repairs to their vehicles that required the use of automotive refinishing paint products and automotive repair shops that purchased automotive refinishing paint products for use in refinishing vehicles.

Purchasers of automotive refinishing paint products directly from the Defendants or their affiliates, or other manufacturers of automotive refinishing paint, are not covered by these Settlement Agreements.

There are three types of Indirect Purchasers at issue in these Settlements:

A. REFINISHER MEMBERS OF THE SETTLEMENT CLASS

Refinisher members of the Settlement Class are those persons or entities located in Vermont that indirectly purchased automotive refinishing paint products in liquid form for the purpose of applying them to motor vehicles. Custom refinishing shops and automotive repair shops are typical of this group of class members. These members of the Settlement Class are entitled to recover all or a portion of all of the entire amount they paid upon the proper and timely filing of a proof of claim form as directed below.

B. END USER MEMBERS OF THE SETTLEMENT CLASS – WITHOUT INSURANCE

End User Members of the Settlement Class are those persons or entities located in Vermont that indirectly purchased automotive refinishing paint products as applied to a vehicle. Consumers who pay for repairs to their personal vehicles are typical of this group of class members. End User Members of the Settlement Class whose insurance did not pay for their automotive refinishing paint products are entitled to recover all or a portion of all of the entire amount they paid for automotive refinishing paint, upon timely submission of the required Proof of Claim form as directed below, and provided they are able to identify the amount of their payment that was for automotive refinishing paint products (i.e. not other costs incidental to the repair) and are able to demonstrate that they paid for the repairs "out of pocket."

C. END USER MEMBERS OF THE SETTLEMENT CLASS – WITH INSURANCE

End User Members of the Refinisher Class with insurance are those persons or entities in Vermont that indirectly purchased automotive refinishing paint products as applied to their vehicles but did not pay for the products or their application. Due to the administrative costs of attempting to determine whether automotive refinishing paint products were paid for as part of the deductible or were paid for by the insurance companies, End User Members of the Refinishing Class with Insurance are *not* eligible to directly recover any portion of the cash settlement in this case. Compensation to these members of the Settlement Class will be made through a *cy pres* plan of distribution, further described below.

7. THE SETTLEMENT AGREEMENTS AND PLAN OF ALLOCATION

The Cash Settlement Amount of \$780,000 and any interest earned thereon shall be the Gross Settlement Fund. The Gross Settlement Fund, less all taxes, approved costs, fees and expenses, and any incentive awards for class representatives (the "Net Settlement Fund") shall be distributed as follows: (1) 75% of each Net Settlement Fund will be distributed on a pro-rata basis to Refinisher Members of the Settlement Class and End User Members of the Settlement

Class without insurance who submit valid claims prior to the Court imposed deadline for doing so; and (2) 25% of each Net Settlement will be distributed to End User Members of the Settlement Class with insurance via a Court-approved *cy pres* plan to non-profit charities in the State of Vermont.

The Claims Administrator shall determine each claimant's proportional share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all claimants. A Recognized Claim consists of the amount of consideration paid for Automotive Refinishing Paint in Vermont during the Class Period that complies with the requirements of the Proof of Claim form. Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the Order and Final Judgment of the Court dismissing this Action will nevertheless bind class Members who do not either submit a request for exclusion or submit an acceptable Proof of Claim. Distributions will be made to claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund shall be added to the charitable *cy pres* portion of the settlement.

The *cy pres* portion of the plan of distribution is due largely to the high cost of processing claims and making direct cash payments to many thousands of potential claimants relative to the average likely award to those claimants. It is believed that the cost of administering the claims of the End User Members of the Settlement Class would exceed any or all of the settlement amounts. Under the *cy pres* plan of distribution, payments will not be made to these individual members of the Settlement Class. Instead, the *cy pres* payments from each Net Settlement Fund will be distributed to eligible charitable organizations in the State of Vermont whose missions are meaningfully related to the use and/or repair of motor vehicles.

Class Counsel and Counsel for Defendants engaged in arm's-length negotiations that resulted in the proposed Settlement Agreements. Class Counsel has concluded, after investigation of the facts and consideration of the applicable law, that the Settlement Agreements are in the best interest of the Class and avoid the uncertainties and delay inherent in the continued prosecution of this complex litigation, while securing a substantial recovery for the class. For their part, each of the Defendants, while maintaining that they have no liability on the claims asserted on behalf of the Class, has agreed to the proposed Settlement Agreements to avoid further expense, inconvenience, distraction, and the risk of burdensome and protracted litigation. Class Counsel will petition the court for an award of attorneys' fees not to exceed thirty three and one third percent (33 1/3%) of each Settlement Fund, plus their expenses, and interest accrued thereon.

8. THE RELEASE

If any or all of the Settlement Agreements receive final approval from the Court, as to such Settlement Agreements, such Settlement Agreement(s) will release certain claims by all Settlement Class Members who do not exclude themselves by following the procedure described at Paragraph 9(C) below. Under any or all Settlement Agreements receiving final approval, Defendants and other Releasees (as defined in each such Settlement Agreement) shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees that members of the Settlement Class, or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against such Defendants, whether known or unknown, relating in any way to any conduct by such Defendants or Releasees prior to the Effective Date (as defined in each such Settlement Agreement) concerning the pricing, selling, discounting, marketing, manufacturing and/or distributing of Automotive Refinishing Paint, (or concerning any statements or omissions made relating to the pricing, selling, discounting, marketing, manufacturing and/or distributing of Automotive Refinishing Paint) insofar as such claims relate to indirect purchases of Automotive Refinishing Paint (or relate to the purchase of motor vehicle repair services that include the use or purchase of Automotive Refinishing Paint) in the State of Vermont. The Released Claims include but are not limited to claims related to or arising out of the facts, occurrences, transactions, or other matters alleged in the First Amended Complaint during the Class Period, and include but are not limited to claims under antitrust or consumer protection laws or doctrines, including but not limited to 9 V.S.A. § 2451 *et seq.*

9. WHAT ARE MY LEGAL RIGHTS AND OPTIONS?

This notice describes Settlement Agreements in the aggregate amount of \$780,000. Your legal rights are affected whether you do or do not act. This notice explains the procedures you must use if you wish to comment on, object to, or participate in the proposed Settlement Agreements with the Defendants.

The Court has scheduled a hearing to finally approve the Settlement Agreements at 9 a.m. on July 20, 2009 in the courtroom of the Honorable Helen M. Toor, Judge of the Chittenden Superior Court, located at 175 Main Street, Burlington, Vermont 05402. Please review this Notice carefully for other important dates.

A. OBJECT TO THE SETTLEMENT/ATTORNEYS' FEES OR EXPENSES/PLAN OF ALLOCATION

You may object to the Settlement Agreements. The Court will consider objections to the Settlement Agreements, the Plan of Allocation, or the award of attorneys' fees and reimbursement of expenses only if such objections and any supporting papers are filed in writing with the Clerk of the Court, at the address indicated below, and a copy of all such papers are mailed, on or before June 29, 2009, upon to the Claims Administrator at the address indicated below. The Claims Administrator will distribute the objections to counsel to the Settling Parties. Attendance at the Settlement Fairness Hearing is not necessary. However, if you wish to be heard orally in opposition to the approval of the Settlement Agreements, the Plan of Allocation, and/or the request for attorneys' fees and/or expenses, you are required to indicate in your written objection your intention to appear at the hearing and follow the instructions located at Paragraph 10, below. If you intend to object to the Settlement Agreements, the Plan of Allocation, and/or counsel's application for an award of attorneys' fees and expenses and you desire to present evidence at the Settlement Fairness Hearing, you must include in your written objections the identity of any witnesses you may call to testify and exhibits you intend to introduce into evidence at the Settlement Fairness Hearing.

B. DO NOTHING

If you do not wish to exclude yourself from the litigation or file an objection, as set forth above, you need not do anything at this stage in the litigation to participate as a Class Member in the case. However, if you wish to share in the proceeds of the Settlement Agreements, you must follow the procedures outlined at Paragraph 9(D) below to submit a claim.

C. "OPT-OUT"

You may *exclude* yourself from the class ("opt-out"). To do so, you must submit a request for exclusion to the Court and the Claims Administrator, postmarked no later than June 29, 2009 and received by July 6, 2009 at the following addresses:

COURT

Ms. Diane Lavalley, Clerk
Chittenden County Superior Court
175 Main Street
Burlington, Vermont 05402-0187

CLAIMS ADMINISTRATOR

Vermont Autopaint Settlement Claims Administrator
Strategic Claims Services
P.O. Box 230
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063
www.strategicclaims.net

The Claims Administrator will further distribute your request for exclusion to Class Counsel and counsel for Settling Defendants.

Requests for exclusion must include the name, address and telephone number of the person seeking exclusion, a statement clearly indicating that the sender requests to be excluded from the Settlement Class, and must be notarized or signed under oath by such person. Additionally, the request for exclusion must set forth the product purchased, the date of the purchase of the product, and the total dollars spent to purchase Automotive Refinishing Paint. Individuals or entities requesting exclusion from the class are directed to provide copies of the best available evidence of their indirect automotive refinishing paint purchases.

If you choose to exclude yourself from the Settlement Class in this case, you will be free to pursue claims on your own behalf against the Defendants that would otherwise be released pursuant to the Settlement Agreements. You will not be bound by any final judgment in this case. HOWEVER, if you choose to exclude yourself from the class you will not be represented by Class Counsel and you will not be entitled to share in the proceeds of the Settlement Agreement(s) achieved by Plaintiffs in this case.

D. SUBMIT A CLAIM FORM TO SHARE IN THE CASH SETTLEMENTS

If you are a Refinisher member of the Settlement Class or an End User Member of the Refinishing Class without insurance, as herein defined, and you do not exclude yourself, you can share in the net settlement proceeds for the Settlement Class. TO DO SO YOU MUST SUBMIT A COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED NO LATER THAN SEPTEMBER 8, 2009 AND RECEIVED BY SEPTEMBER 14, 2009.

After you submit your Proof of Claim and Release form, your claim will be ruled on by the Claims Administrator. If your claim is denied by the Claims Administrator, you will be notified of the reason for the denial and you will be given the opportunity to cure the defect in your claim. If you are unable to do so to the satisfaction of the Claims Administrator, you will be notified that your claim was again denied. If your claim is denied for this second and final time, you will then have the option of appealing the denial of your claim to the Court.

Any claim submitted will be deemed submitted in each of the five Settlements. You need only complete one claim form to recover in each of the Settlements, if you otherwise meet the requirements for doing so. Conversely, the rejection of your claim constitutes a rejection of your claim in each of the Settlements.

10. HEARING ON SETTLEMENT AGREEMENTS, REIMBURSEMENT OF COSTS AND PLAN OF ALLOCATION

The Court has scheduled a hearing to consider final approval of the Settlement Agreements at 9 a.m. on July 20, 2009 in the courtroom of the Honorable Helen M. Toor, Judge of the Chittenden Superior Court, located at 175 Main Street, Burlington, Vermont 05402. At the hearing, the Court will determine whether the Settlement Agreements, including the Plan of Allocation, are fair, adequate and reasonable and should be given final approval. The Court will also consider Plaintiffs' application for an award of attorneys' fees, costs, and enhancement awards for Class Representatives. Although you may attend these hearings, you are not required to do so to participate in the Settlement Agreements. If you are a member of the class, and wish to comment in support of or in opposition to any aspect of the Settlements, or Plaintiffs' application for attorneys' fees, and/or you wish to be heard at either hearing, you must deliver or send by first-class mail to: Chittenden Superior Court, 175 Main Street, P.O. Box 187 Burlington, Vermont 05402, postmarked not later than June 29, 2009, a statement in writing, which shall include: (1) the class member's complete name and residence or business address (giving the address of any lawyer who represents the class member is not sufficient); (2) that the class member purchased automotive refinishing paint products during the period January 1, 1993 to September 24, 2004; and (3) each ground for comment or objection and any supporting papers the class member desires the Court to consider.

11. HOW DO I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement Agreements and the claims process. For the precise terms and conditions of the Settlement Agreements, you are referred to the detailed Settlement Agreements, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreements, may be examined at the Chittenden County Superior Court, upon advance arrangement. You may also obtain a copy of the proposed Settlement Agreements from the website of Class Counsel at www.jpclasslaw.com or www.strategicclaims.net.

*****PLEASE DO NOT CALL THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THESE SETTLEMENTS OR THE CLAIMS PROCESS. ADDRESS ALL INQUIRIES IN WRITING TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW*****

Vermont Autopaint Settlement Claims Administrator
Strategic Claims Services
P.O. Box 230
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063
www.strategicclaims.net

STATE OF VERMONT
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PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS:

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Washburn's Autobody and Thomas Brassard v. PPG Industries, Inc., et al.*, you must complete and sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in Paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery in connection with the proposed Settlement. Any claim submitted will be deemed submitted in each of five settlements. You need only complete one claim form to recover in each of the settlements, if you otherwise meet the requirements for doing so. Conversely, a rejection of your claim constitutes a rejection of your claim in each of the settlements.
2. Submission of this Proof of Claim and Release does not, however, assure that you will share in the proceeds of the settlements in this action. You must be a Refinisher Member of the Settlement Class or an End User Member of the Settlement Class Without Insurance, as defined in the Notice of Settlement, with documented purchases of automotive refinishing paint products from persons other than defendants during the period January 1, 1993 to September 24, 2004.

After you submit your Proof of Claim and Release form, your claim will be considered by the Claims Administrator. If your claim is denied by the Claims Administrator, the reason for the denial will be specified and you will be given the opportunity to cure the defect in your claim. If you are unable to do so to the satisfaction of the Claims Administrator, you will be notified that your claim was again denied. If your claim is denied for this second and final time, you will then have the option of appealing the denial of your claim to the Court.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE SEPTEMBER 8, 2009 AND RECEIVED BY SEPTEMBER 14, 2009 ,AND BE ADDRESSED AS FOLLOWS:

Vermont Autopaint Settlement Claims Administrator
Strategic Claims Services
P.O. Box 230
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063
www.strategicclaims.net

If you are NOT a Refinisher Member of the Settlement Class or an End User Member of the Settlement Class entitled to recover as provided in the Notice of Settlement, or you exclude yourself from this settlement, DO NOT submit a Proof of Claim and Release form.

II. CLAIMANT IDENTIFICATION

4. Use Part 1 of the form entitled "Claimant Identification" to identify each claimant that purchased automotive refinishing products on whose behalf this claim is being filed. A claimant is any person or entity located in Vermont that purchased automotive refinishing products from persons other than

defendants from January 1, 1993 to September 24, 2004. THIS CLAIM MUST BE FILED BY THE ACTUAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF AUTOMOTIVE REFINISHING PRODUCTS.

5. The Social Security (or taxpayer identification) number and telephone number of the purchaser may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

6. Use Part 2 of the form entitled "Schedule of Vermont Purchases of Automotive Refinishing Products" to supply all required details of your purchases of automotive refinishing products in Vermont during the period January 1, 1993 to September 24, 2004. State the total dollar amount of automotive refinishing product purchases made and state the name of the entity from which those purchases were made. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

Please complete the IRS Substitute Form W-9 below then date and sign the Claim Form.

III. CERTIFICATION

Taxpayer Identification Number Certification – Substitute IRS Form W-9

SSN: _____ - _____ - _____ OR EIN: _____ - _____ - _____

Print name as shown on your income tax return:

First Name _____ Last Name _____ Company _____

Check Appropriate box:

Individual/Sole Prop. Medical or Legal Corporation Corporation (Non-Medical/Non-Legal) Non-profit

Partnership Other _____

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3. I am a U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

I declare under penalty of perjury under the laws of the State of Vermont that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ of _____, 2008 in _____, _____ state/country.
day month city

(Sign your name here)

(Type or print your name here)

(Capacity of person signing (e.g., president, chief financial officer))

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

- Reminder Checklist:
1. Please sign the above release and declaration.
 2. Keep a copy of your Claim Form for your records.
 3. If you desire an acknowledgement of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
 4. If you move, please send us your new address.
 5. Mail your Proof of Claim and Release on or before September 8, 2009 to:
Vermont Autopaint Settlement Claims Administrator
Strategic Claims Services
P.O. Box 230
600 North Jackson Street, Suite 3
Media, Pennsylvania 19063
www.strategicclaims.net
 6. Any questions regarding this Claim Form may be directed in writing to the Vermont Autopaint Settlement Claims Administrator at the address listed above.