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# NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT AND FAIRNESS HEARING

**IF YOU BOUGHT A CHOICEDEK BRAND DECK ON OR AFTER  
JANUARY 1, 2004, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A  
CLASS ACTION SETTLEMENT. PLEASE CONTINUE READING FOR  
FURTHER DETAILS.**

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**IMPORTANT -- PLEASE READ THIS NOTICE CAREFULLY.  
IT RELATES TO THE PENDENCY OF THE PROPOSED SETTLEMENT OF THIS CLASS LITIGATION.  
IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS.**

**IMPORTANTE -- POR FAVOR LEA ESTE AVISO CON CUIDADO.  
ESTA RELACIONADO CON LA TRANSACCIÓN O ACUERDO PROPUESTO PENDIENTE DE ESTE LITIGIO  
COLECTIVO DE CLASE. SI USTED ES MIEMBRO DE ESTE LITIGIO COLECTIVO, CONTIENE INFORMACIÓN  
IMPORTANTE RESPECTO A SUS DERECHOS.**

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**TO: PURCHASERS OF CHOICEDEK DECKING AND RAILING MATERIAL PURCHASED FROM JANUARY 1,  
2004 THROUGH DECEMBER 31, 2007, AS WELL AS OWNERS OF CHOICEDECK DECKING AND RAILING  
MATERIAL PURCHASED AFTER DECEMBER 31, 2007 AND WHICH WAS MANUFACTURED BETWEEN  
JANUARY 1, 2004 AND OCTOBER 1, 2006.**

The purpose of this Notice ("Notice") is to inform you of the proposed settlement ("Settlement") of this class action litigation (the "Action") against Weyerhaeuser Company ("Weyerhaeuser") and Advanced Environmental Recycling Technologies, Inc. ("AERT") (collectively "Defendants") pending in the U.S. District Court for the Western District of Washington in Seattle (the "Court"). This Notice provides only a summary of the terms of the Settlement Agreement. A copy of the complete Settlement Agreement may be obtained as set forth in Section XII of this Notice.

The Action concerns allegations by the Plaintiffs that ChoiceDek decking and railing products manufactured by AERT and distributed by Weyerhaeuser (the "Product" or "ChoiceDek decking material") is susceptible to mold and mildew which causes black and gray spots on the decking surface that are difficult to remove. Defendants deny these allegations. The Plaintiffs and Defendants have agreed to settle the Action to avoid the expense and risk of trial. Plaintiffs believe the settlement is fair, reasonable and adequate.

## **I. INFORMATION REGARDING CLASS NOTICE AND FINAL APPROVAL HEARING**

YOU ARE HEREBY NOTIFIED that a Fairness Hearing will be held on January 8, 2009, at 9:00 a.m., before the Honorable John C. Coughenour at the U.S. Courthouse, 700 Stewart Street, Seattle, Washington 98101 to determine: (1) whether the Action should be finally certified as a class action; (2) whether the Settlement should be approved as fair, reasonable and adequate; (3) whether the Action should be dismissed; (4) whether Class Members should be bound by the release contained in the Settlement Agreement; (5) whether Class Members should be barred from filing, commencing, prosecuting, maintaining, intervening in, participating in, or receiving any benefits from, any lawsuit or other proceeding in any jurisdiction based on or relating to the claims and causes of action covered by the release in this Action; (6) whether the application of Plaintiffs for an incentive award should be approved; and (7) whether the application of Plaintiffs' counsel for an award of attorney's fees and expenses should be approved.

## **II. YOUR OPTIONS**

You must decide whether you want to be part of the Settlement. If you are a member of the Class, you are automatically included in the Settlement and can apply for certain settlement relief described in this Notice. You may also object to the Settlement. More detailed information about these options is contained in Section VII below.

If you do not want to be included in the Settlement, you must request exclusion from the settlement class by December 15, 2008. Otherwise, you will be bound by all terms of the proposed Settlement if the Court approves it. If you do not exclude yourself from the Class, the proposed Settlement (if approved) will affect your right to start or continue any other lawsuit or proceeding

involving your ChoiceDek decking material. Additionally, you will be releasing the claims as set forth in this Notice. More detailed information is contained in Section VII below.

### **III. DESCRIPTION OF THE CLASS**

There are two categories of owners who are part of the Class. First, if you own a deck made of ChoiceDek decking material that was purchased on or after January 1, 2004 and before January 1, 2008, you are a member of the Class. Second, if you own a deck made of ChoiceDek decking material that was purchased on or after January 1, 2008, and the manufacture date stamped on the end of a decking board shows it was manufactured between January 1, 2004 and October 1, 2006, you are a member of the Class. The full Class definition is as follows:

All persons and entities who own decks constructed of Product originally purchased on or after January 1, 2004, and before January 1, 2008, and additionally persons and entities who own decks constructed of Product originally purchased after December 31, 2007, and can establish that the Product was manufactured between January 1, 2004, and October 1, 2006, using the manufacture date stamped onto the end of the Product. Included within the Class are the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, who currently own decks constructed of Product originally purchased on or after January 1, 2004, and before January 1, 2008 (the "Class").

Notwithstanding the foregoing, the following Persons shall be excluded from the Class: (1) Defendants and their subsidiaries and affiliates; (2) all Persons who make a timely election to be excluded from the proposed Class; (3) governmental entities; and (4) the judge(s) to whom this case is assigned and any immediate family members thereof. In addition, notwithstanding the foregoing, all claims for personal injury and wrongful death are excluded from the Class.

### **IV. SUMMARY OF SETTLEMENT RELIEF**

A. **General Relief.** The following relief will be available to all Class Members: (1) Defendants will discontinue the use of the following marketing language to describe the Product: "minimum maintenance," "low maintenance," "easy to maintain," or "virtually maintenance free"; (2) AERT will maintain and staff a toll-free customer hotline from 8:00 a.m. until 5:00 p.m. Central time during business days to answer questions regarding the cleaning of the Product and provide instructions as to how to clean the Product; and (3) AERT will provide additional information on the ChoiceDek website regarding the cleaning of the Product and the fact that additional cleaning may be necessary in high-moisture areas.

B. **Claim Resolution Process.** After the Settlement becomes final and unappealable (the "Final Settlement Approval Date"), members of the Class will be eligible to submit a claim form in the Claim Resolution Process. The Claim Resolution Process provides different levels of benefits depending on several factors. The procedure for making a claim is as follows:

- Step 1: Submitting a Claim Form. You will be required to prove that you are a member of the Class and that your deck suffers from significant mold spotting. Also, you will be required to submit information regarding the deck's installation and cleaning history, which may affect the level of benefits you receive. The Claim Resolution Process claim period will remain open for 6 months after the Settlement Final Approval Date. Class members who do not submit a timely Claim Form shall be barred from recovering under the Claim Resolution Process.
- Step 2: If your Claim Form proves you fall within the class and that your deck has significant mold spotting, AERT will clean your deck and apply a mold-inhibitor to your deck. You will not be charged for this cleaning.
- Step 3: You may be eligible for additional benefits if significant mold spotting returns within 18 months. The following chart summarizes those benefits. Claimants found entitled to additional relief will be eligible for one, but not more than one, of the forms of relief listed.

If significant mold spotting returns within:	And your deck meets these requirements			You may be eligible for one, but not more than one, of the following forms of relief.
	Gapping	Proof of Cleaning prior to AERT's initial cleaning	Proof of Cleaning after AERT's initial cleaning	
6 months	x	x	x	Your option of: 100% cash reimbursement of decking purchase price, or replacement decking, or 3 additional free deck cleanings
		x	x	Lowe's \$100 gift card, 2 additional cleanings, and 2 coupons for discounted cleanings
			x	1 additional free cleaning, and 2 coupons for discounted cleanings
6-12 months	x	x	x	Lowe's \$500 gift card, 1 additional free cleaning, and 2 coupons for discounted cleanings
		x	x	1 additional free cleaning, and 2 coupons for discounted cleanings
			x	2 coupons for discounted cleanings
12-18 months	x	x	x	Lowe's \$250 gift card, and 2 coupons for discounted cleanings
		x	x	Lowe's \$50 gift card, and 2 coupons for discounted cleanings
			x	2 coupons for discounted cleanings

In this chart, "Gapping" means that your decking boards are gapped by at least 3/32 of an inch. "Proof of Cleaning prior to AERT's initial cleaning" means that you have provided proof that you cleaned your deck in the past as required in the Settlement Agreement. "Proof of Cleaning after AERT's initial cleaning" means that, after AERT came to clean your deck, you followed AERT's instructions for ongoing cleaning as required in the Settlement Agreement.

Step 4: Alternatively, if significant mold spotting returns within 18 months after AERT cleans your deck as described in Step 2, you may be eligible to have a sample of your decking tested in a laboratory. You may need to pay a fee for this testing. If the sample fails to meet certain criteria, then you may be eligible to receive: (A) 100% cash reimbursement of decking purchase price, or (B) replacement decking, or (C) 3 additional deck cleanings with mold-inhibitor applications.

The Claim Resolution Process will be closed to Class Members who have previously received relief from Defendants, or any one of them, and: (a) have executed a release for mold, mildew and/or fungal spotting claims; and (b) were represented by counsel or who were or are licensed attorneys. Class Members who have previously received relief from Defendants, but do not satisfy both criteria will be entitled to participate in the Claim Resolution Process reduced dollar for dollar to the extent the Claim Resolution Process claim relates to or arises from the same Product for which the Class Member previously received relief.

## V. RELEASE

If the settlement becomes final, Class Members will be releasing AERT, Weyerhaeuser, and others for claims relating to their ChoiceDek decking material. **Class Members will not be releasing personal injury and wrongful death claims, if any, but will be releasing any claims for emotional distress or mental anguish.** The Settlement Agreement describes the released claims with specific descriptions, in necessarily legal terminology, so read it carefully. The Settlement Agreement is available at [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp). You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean. The exact terms of the Release are also included at the end of this Notice in Section XI, for your convenience.

## **VI. ATTORNEYS' FEES, REPRESENTATIVE'S FEES, AND EXPENSES**

At the Fairness Hearing, Class Counsel will ask the Court for an award of attorneys' fees and expenses of \$1,750,000, to be paid by AERT. Additionally, Plaintiff will ask the Court for the following award to compensate Plaintiffs for their service as class representatives: \$7,500.00 to Stacey and Joseph Jamruk; \$7,500.00 to Michael Mustac; \$7,500.00 to Greg Knudtson, and \$7,500.00 to Stanley and Betty Pelletz. You will *not* be required to pay any portion of the attorneys' or representatives' fees and expenses. Payment of attorneys' fees and expenses to Class Counsel, and payment of representative fees to the Plaintiffs, will *not* reduce any funds or benefits being made available to you.

## **VII. RIGHTS OF CLASS MEMBERS, INSTRUCTIONS FOR EXCLUDING YOURSELF FROM THE CLASS, RIGHT TO OBJECT TO CLASS SETTLEMENT, AND RIGHT TO APPEAR AT THE FAIRNESS HEARING**

### **A. Participating in the Class Action Settlement**

If you are a member of the Class, you do not have to take any action. You are automatically considered a member of the Class. As a member of the Class, you will be bound by any judgment in this Action, whether favorable or unfavorable, even if you have other pending lawsuits or claims against any of the Released Parties.

As a member of the Class, if you wish to submit a claim, you can request an Official Claim Form by submitting the attached Request for Official Claim Form to AERT. Upon receipt of a Request for Official Claim Form, AERT will send you an Official Claim Form after the Settlement Final Approval Date. You can also obtain an Official Claim Form at [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp). To obtain relief under the Claim Resolution Process, a Class Member must (a) complete and sign an Official Claim Form under the pains and penalties of perjury and (b) provide the requested information to support the claim. The Official Claim Form and any supporting documentation must be sent by U.S. Mail, postmarked no later than 6 months after the Settlement Final Approval Date, to: AERT, Attn: Claims Administrator, P.O. Box 1237, Springdale, AR 72765. The deadline for submitting your Official Claim Form is the same whether you obtain it by mail or the internet. If you receive your Official Claim Form by mail, it will clearly state the final deadline. If you download the claim form from the website, and it does not state the final deadline, it is your responsibility to periodically check [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp), where the deadline will be posted as soon as it is known. You can also learn the deadline by calling the toll free number provided in this notice, or by contacting Class Counsel.

As a member of the Class, you will be represented by Plaintiffs and Class Counsel unless you enter an appearance through counsel of your own choice. You are not required to obtain your own counsel, but if you choose to do so, it will be at your expense and your counsel must file an appearance on your behalf with the U.S. District Clerk, United States Courthouse, 700 Stewart Street, Seattle, Washington 98101, identifying this Action and its case number, and mail copies of such appearance to Lead Class Counsel and Counsel for Defendants listed in Sections VIII and IX below, no later than December 15, 2008.

### **B. Objecting to the Class Action Settlement**

As a member of the Class, you may object to the terms and conditions of the Settlement Agreement only by filing written objections with the U.S. District Clerk, United States Courthouse, 700 Stewart Street, Seattle, Washington 98101, identifying this Action and its case number, and serving those written objections on Lead Class Counsel and Counsel for Defendants, no later than December 15, 2008. Your filing must contain: (1) a statement of your objection and the specific reasons for each objection, including any legal support you wish to introduce in support of the objection; (2) any evidence you wish to introduce in support of the objection; and (3) a list of all class action proceedings in which you or your attorneys previously appeared as objectors or on behalf of objectors. If you fail to comply with these requirements you are forever barred from objecting to the Settlement Agreement.

You may appear at the Fairness Hearing, either in person or through an attorney, hired at your expense to present your objections to the fairness, reasonableness, or adequacy of the Settlement Agreement. You must file a Notice of Intention to appear with the U.S. District Clerk, United States Courthouse, 700 Stewart Street, Seattle, Washington 98101, identifying this Action and its case number, and serve the Notice of Intention to Appear on Lead Class Counsel and Counsel for Defendants no later than December 15, 2008.

### **C. Excluding Yourself Out of the Class Action Settlement**

If you wish to exclude yourself from the Class, you must file with the U.S. District Clerk, United States Courthouse, 700 Stewart Street, Seattle, Washington 98101, a written request for exclusion identifying this Action and its case number, postmarked not later than December 15, 2008, and it must be received by the Clerk of the Court not later than December 24, 2008. You must also serve your request for exclusion upon Lead Class Counsel and Counsel for Defendants no later than December 15, 2008.

**VIII. CLASS COUNSEL**

<b>Lead Class Counsel:</b>	Jonathan D. Selbin Lieff, Cabraser, Heimann & Bernstein, LLP 780 Third Avenue, 48th Floor New York, New York 10017-2024	Jori Bloom Naegele Gary, Naegele & Theado, LLC 446 Broadway Avenue Lorain, OH 44052
<b>Additional Class Counsel:</b>	Kim Stephens Tousley Brain Stephens PLLC 700 Fifth Avenue, 5600 Key Tower Seattle, WA 98104	Elizabeth V. Heller Goldenberg Heller Antognoli Rowland & Short, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025
	Richard Lewis Cohen, Milstein, Hausfeld & Toll PLLC 1100 New York Ave., Ste. 500W Washington, DC 20005	Mark A. Griffin Keller Rohrback 1201 Third Avenue, Suite 3200 Seattle, WA 98101-3052

**IX. COUNSEL FOR DEFENDANTS:**

Thomas L. Boeder Perkins Coie LLP 1201 Third Avenue, Suite 4800 Seattle, WA 98101-3099	Carl C. Scherz Locke Lord Bissell & Liddell LLP 2200 Ross Avenue, Suite 2200 Dallas, Texas 75201
Attorney for Weyerhaeuser Company	Attorney for AERT, Inc.

**X. PRELIMINARY AND PERMANENT INJUNCTIONS:**

The Court has preliminarily enjoined all Class Members from starting, continuing or participating in, or receiving any benefits or other relief from, any other lawsuit, arbitration, or administrative, regulatory or other proceeding or order based on or relating to the claims, facts or circumstances in this case. If you do not ask to be excluded from the Class, you will be bound by this preliminary injunction. Upon final approval of the settlement, Plaintiffs and Defendants will ask the Court to enter a permanent injunction enjoining all Class Members from engaging in the activities described above. All Class Members will be bound by the permanent injunction.

**XI. COMPLETE RELEASE LANGUAGE**

A. Under the terms of the Settlement, the Plaintiffs and the Class release and discharge any and all past, present and future claims, causes of action, demands, damages, attorneys' fees, equitable relief including but not limited to injunctive and declaratory relief, suits seeking damages, legal relief, and demands or rights, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, or based on any statute, regulation or common law of any country, state, province, county, city or municipality that have been, could have been, may be, or could be alleged or asserted now, in the past, or in the future by the Plaintiffs or any member of the Class against the Defendants, Defendants' Affiliates (which includes Defendants' past, present and future officers, directors, employees, agents, attorneys, representatives, shareholders, retailers, parents, subsidiaries, affiliates, predecessors, successors, assigns, and/or persons acting on behalf of any of the foregoing), Lowe's HIW, Inc. (and its parent corporation, corporate affiliates, subsidiaries, officers, directors, employees, shareholders, and insurers), and all other persons and businesses involved in the distribution chain and installation of the Product (collectively the "Released Parties"), in this matter or in any other court action or before any administrative or regulatory body, tribunal or arbitration panel on the basis of, connected with, arising out of, or related in whole or in part in any way to:

1. The claims in the Action and any and/or all of the acts, omissions, facts, matters, transactions, occurrences or representations that were directly or indirectly alleged, asserted, described, set forth or referred to in this matter including, but not limited to, those regarding mold, mildew, or fungi on the Product;

2. Except as provided in paragraph C below, any and all other acts, omissions, facts, matters, transactions, occurrences or representations made in connection with the marketing, manufacturing process, sale, purchase, solicitation, pricing, acceptance, selection and categorization, descriptions regarding, explanations regarding, operation, maintenance, cleaning of, servicing, or replacement of the Product, including without limitation, claims regarding mold, mildew, or fungi on the Product.

3. Any and all acts, omissions, facts, matters, transactions, claims handling, occurrences or representations relating to the Settlement Agreement and the Claim Resolution Process including, but not limited to, the claims released herein.

4. This release shall not deprive Class Members of the class relief provided in this Settlement Agreement.

5. This release expressly includes, without limitation, claims based on negligence, gross negligence, breach of contract, breach of express and implied warranties, fraud, negligent misrepresentation, violations of consumer and deceptive trade practices acts, violations of the Magnuson-Moss Warranty Act, intentional misconduct, statutory violations, and any other tortious or other conduct of the Released Parties. This release expressly includes claims for emotional distress and mental anguish, which are hereby released.

6. With the exception of claims for emotional distress and mental anguish, notwithstanding the foregoing, or any other provisions of the Settlement Agreement, this release does not release any claims for personal injury or wrongful death, including such claims allegedly arising out of mold or fungus. Additionally, except for those Class Members who receive a cash reimbursement through the Claim Resolution Process, this release does not release an express written warranty claim under an express written Product warranty other than for, relating to, or arising from mold, mildew, fungi or fungal rot, if any.

7. The release will cover, without limitation, any and all claims for attorneys' fees, expenses, costs and/or disbursements incurred by Class Counsel or any other counsel representing the Plaintiffs or any Class Member, or by the Plaintiffs or any Class Member in connection with or related in any manner to this matter, the settlement of this matter, the administration of such settlement, the Claim Resolution Process, and the release except to the extent otherwise specified in the Settlement Agreement.

8. The Plaintiffs and Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true with respect to the matters released herein or with respect to the Product. Nevertheless, it is the intention of the Plaintiffs, individually and on behalf of Class Members, to fully, finally and forever settle and release all such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).

9. The release contemplated shall extend to and include claims that the Plaintiffs and the Class (the "Releasing Parties") do not know or suspect to exist at the time of the release, which if known, might have affected their decision to enter into the release. The Releasing Parties shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code. The Releasing Parties also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542.

B. Nothing in the release shall: (a) preclude the enforcement of the terms of the Settlement Agreement or the Final Order and Judgment in this Action; or (b) preclude the Plaintiffs or Class Members from participating in the Claim Resolution Process.

C. In the event that AERT no longer funds up to the Annual Limitation the Claim Resolution Process on a global class-wide basis (as opposed to disputed individual claims in the Claim Resolution Process which are subject to arbitration under Section 4.2.12 of the Settlement Agreement) prior to the conclusion of the Claim Resolution Process for any reason and the Court has declared that AERT is no longer funding up to the Annual Limitation the Claim Resolution Process on a global classwide basis, the release described above shall no longer apply to Class Members who: (a) have submitted or remain entitled to submit a timely claim under Section 4 of the Settlement Agreement; and (b) have not exhausted their potential for relief under Section 4 ("Section 6.4 Class Member"). To the extent that the Settlement Agreement release no longer applies to a Section 6.4 Class Member who has received partial relief in the Claim Resolution Process, but not full relief, the value of relief such Class Member has already received under the Claim Resolution Process shall be treated as an offset against any claims for damages against any Defendants. To the extent that the Settlement Agreement release no longer applies to a Section 6.4 Class Member, Defendants agree that the release in the Settlement Agreement will not bar a Section 6.4 Class Member's claims in a future proceeding and that a Section 6.4 Class Member's claims that are currently asserted in this Action and otherwise released under Section 6 of the Settlement Agreement will be tolled from February 26, 2008 through the date that the Court has declared that AERT is no longer funding up to the Annual Limitation the Claim Resolution Process on a global classwide basis.

## **XII. EXAMINATION OF PAPERS AND QUESTIONS**

For a more detailed statement of the matters involved in this Action, please refer to the pleadings and other papers in this Action, which may be inspected or obtained from the U.S. District Clerk's Office, United States Courthouse, 700 Stewart Street, Seattle, Washington 98101, during business hours of each weekday. Documents sent to the Court should reference this action: *Pelletz, Jamruk, et al. v. Advanced Environmental Recycling Technologies, Inc.*, Case No. C08-00334 JCC, United States District Court for the Western District of Washington at Seattle.

**If you have any questions about the Settlement, you may call 1 (877) 220-6624 or visit the Settlement website at [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp). A complete copy of the Settlement Agreement can be obtained by visiting [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp).**

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT WITH QUESTIONS REGARDING THE TERMS OF THE SETTLEMENT.**

QUESTIONS? CALL TOLL-FREE 1 (877) 220-6624 OR VISIT [WWW.AERT.COM/CLASS\\_ACTION\\_SETTLEMENT.ASP](http://WWW.AERT.COM/CLASS_ACTION_SETTLEMENT.ASP)

**REQUEST FOR OFFICIAL CLAIM FORM**

Official Claim Forms are available online at [www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp); however, if you prefer to be mailed a copy of the Official Claim Form, please complete the following form and mail it to AERT at the address listed below.

I hereby request an Official Claim Form so that I can submit a claim in the Claim Resolution Process in the ChoiceDek Class Action Settlement.

***PLEASE SELECT ONLY ONE BOX BELOW:***

I am requesting an Official Claim Form so that I can submit a claim for cleaning of a deck that I own.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

**1. Your Name, Address, and Phone Number:**

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_ Zip: \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_ Other: (\_\_\_\_) \_\_\_\_\_

**Mailing Instructions and Deadlines:**

If you wish to participate in the Claim Resolution Process of the ChoiceDek Class Action Settlement, you **must** submit a completed Request for an Official Claim Form to:

AERT  
Attn: Claims Administrator  
P.O. Box 1237  
Springdale, AR 72765

Once you receive your Official Claim Form, you must return the Official Claim Form to AERT and have it postmarked within 6 months after the Settlement Final Approval Date (the Settlement Final Approval Date is currently estimated to be March 9, 2009, which would require the Official Claim Form to be postmarked by September 9, 2009) or you will not be entitled to participate in the settlement Claim Resolution Process.

Upon receipt of a Request for an Official Claim Form, AERT will send you an Official Claim Form to the address designated in this Request no sooner than 30 days after the Settlement Final Approval Date.

You may also download a copy of the Official Claim Form off of the internet at:  
[www.AERT.com/class\\_action\\_settlement.asp](http://www.AERT.com/class_action_settlement.asp).

***QUESTIONS? PLEASE CALL 1 (877) 220-6624***

\_\_\_\_\_  
Signature of Claimant