IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA
CASE NO: 502013CA011785XXXXMB

TIMOTHY LEWIS, EILEEN LEWIS,
DENNIS WYTRYKUSH, individually and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

PGT INDUSTRIES, INC.

Defendant.
_____/

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment to Settlement Agreement (the "Second Amendment") is entered into as of this 14th day of January 2020. Subject to Court approval as set forth in the Settlement Agreement, described herein, the Agreement is entered into by and among Plaintiffs, TIMOTHY LEWIS, EILEEN LEWIS, and DENNIS WYTRYKUSH, individually and on behalf of themselves and the Class, on the one hand, and PGT Industries, Inc. ("PGT") on behalf of itself and its parents, subsidiaries, affiliates, employees, officers, directors, shareholders, successors and related entities, on the other hand.

I. RECITALS

A. Plaintiffs and PGT (collectively, the "Parties") entered into a Settlement Agreement on or about September 2019.

B. The Parties entered into a First Amendment to Settlement Agreement on or about December 5, 2019.

C. Following execution of the Settlement Agreement, the Parties learned that the agreed upon newspapers no longer permit Digital Banner Ads for the purpose of providing legal notice on their websites.

D. Section II(C) and Section XIV(A) of the Settlement Agreement authorize the Parties to mutually amend their Settlement Agreement, subject to approval by the Court.

E. The Parties agree to amend their Settlement Agreement such that the following sections will be amended in their entirety to state the following:

a. II(J) – "'Claims Period' means the ninety (90) day notice period commencing upon the Settlement Administrator providing notice pursuant to VI(B) of the Settlement Agreement, as amended in the Parties' First Amendment to Settlement Agreement, and expiring upon the deadlines set forth in VII(A)."

b. VII(E) – "Within ninety (90) days after the Final Settlement Date, the Settlement Administrator shall mail a check in the amount of 100% of the Refund to the Class Member at the address on the Claim Form, or in the event a Class Member is entitled to Replacement, written notice to PGT of the Class Member entitled to Replacement, along with the applicable shipping address. Those Claimants for which the Settlement Administrator is awaiting additional proof or information from the Claimant, such check or written notice shall be mailed within thirty (30) days of receiving acceptable proof that a Claimant is due a Refund or Replacement but no more than one-hundred twenty (120) days after the Final Settlement Date. PGT will ship Replacement Window Product to the Class Member within a commercially reasonable time upon receipt of written notice from the Settlement Administrator."

c. Final versions of the Notice of Proposed Class Action Settlement and Claims Form to be published are attached hereto as Exhibit "1" and Exhibit "2," respectively.

IN WITNESS WHEREOF, the Settlement Agreement has been executed by the parties as set forth below:

Plaintiffs:

Timothy Lewis

Eileen Lewis

Dennis Wytrykush

Defendant:

PGT INDUSTRIES INC.,

By:

Its: PRESIDENT OF SEBU

c. Final versions of the Notice of Proposed Class Action Settlement and Claims Form to be published are attached hereto as Exhibit "1" and Exhibit "2," respectively.

IN WITNESS WHEREOF, the Settlement Agreement has been executed by the parties as set forth below:

Plaintiffs:

Timothy Lewis

Eileen Lewis

Dennis Wytrykush

Defendant:

PGT INDUSTRIES INC.,

By:

Its: PRESIDENT OF SEBU

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TIMOTHY LEWIS, et. al. v. PGT INDUSTRIES, INC., Case No. 502013CA011785XXXXMB
Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida

YOU ARE NOT BEING SUED. THE COURT ORDERED THIS NOTICE TO SEE IF YOU ARE ENTITLED TO A REFUND OF MONEY OR WINDOW REPLACEMENT(S).

THERE IS A PROPOSED SETTLEMENT WITH PGT INDUSTRIES, INC. REGARDING THE PURCHASE OF PGT WINGUARD ALUMINUM 700 SERIES DOORS AND WINDOWS, INCLUDING BUT NOT LIMITED TO FIXED WINDOWS, HUNG WINDOWS, HORIZONTAL SLIDING WINDOWS, SLIDING GLASS DOORS, AND FRENCH DOORS ("WINDOW PRODUCT(S)"). THE DEFENDANT DENIES THE CLAIMS IN THIS LAWSUIT. YOU ARE BEING ADVISED OF THIS CLAIMS NOTICE, HOWEVER, TO PROVIDE YOU AN OPPORTUNITY TO MAKE A TIMELY CLAIM IF YOUR CIRCUMSTANCES APPLY.

PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE LAWSUIT, THE SETTLEMENT, YOUR LEGAL RIGHTS, AND YOUR OPTIONS WITH RESPECT TO THE SETTLEMENT, INCLUDING RAISING OBJECTIONS TO THE SETTLEMENT.

YOU HAVE THE FOLLOWING OPTIONS:	
1. SUBMIT A CLAIM FORM	If you complete and timely submit the Claim Form found at www.FloridaWindowSettlement.com along with (1) proof of purchase, (2) a copy of a police report filed at or near the time of the burglary, but not one filed within the Claims Period or within 90 days of the Claims Period, (3) a copy of the loss claim notice to their insurance company that was contemporaneously filed but not notice given during the Claims Period, and (4) a picture of the broken Window Product(s) which shows the logo of the Product manufacturer ("Substantiating Materials"), you may be entitled to a refund of as much as $1,000.00 in insurance deductible reimbursements. In certain circumstances, you may be entitled to either a refund of $500.00 or full replacement of your Window Product(s) at no cost to you.
2. DO NOTHING	Forgo the opportunity to submit a claim for a refund and/or replacement for your Window Products.
3. OBJECT TO THE SETTLEMENT	Object to the Settlement.
4. OPT-OUT	Visit www.FloridaWindowSettlement.com to fill out Your Opt-Out form.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case, Timothy Lewis, Eileen Lewis, and Dennis Wytrykush), sue on behalf of all people who have similar claims. All these people together are a "class" or "class members." For efficiency, the Court resolves the issues for all of the class members, except in circumstances where individuals can decide to exclude themselves from the class (or "Opt-Out).

WHAT IS THIS CLASS ACTION ABOUT?

This Claims Notice is sent as the best possible form of notice to owners of Florida residential properties in which the PGT Winguard Aluminum 700 Series Windows and Doors including, but not limited to, fixed windows, hung windows, horizontal sliding windows, sliding glass doors, and French doors ("Window Product(s)"), have been installed from July 19, 2003 until July 19, 2013, who have made a prior Claim and/or have purchased Window Product(s) consistent with the same component configuration as those which were used to construct Window Product(s) belonging to the Class Representatives.

WHY IS THERE A SETTLEMENT?

Under the Settlement Agreement, in exchange for giving up certain legal rights, Settlement Class Members, depending on Your circumstances, will have the opportunity to (1) obtain a free replacement of their Window Product(s) or a $500 refund or (2) submit a claims form with accompanying documentation to recover a maximum of $1,000 in insurance deductible amounts paid. The Parties have agreed to settle the lawsuit to avoid the time, risk, and expense of pursuing the lawsuit through trial and appeals, and to achieve a final resolution of the claims. The Class Representative and Class Counsel think the Settlement is best for everyone in the Class.

WHAT DOES THE SETTLEMENT PROVIDE?

Depending on your circumstances and/or submitted documentation, you may be entitled to a refund of as much as $1,000.00 in insurance deductible reimbursements or either a $500.00 refund or replacement of your Window Product(s).

WHO IS IN THE CLASS?

The Class includes all owners of Florida residential property in which PGT Winguard Aluminum 700 Series Windows and Doors including, but not limited to, fixed windows, hung windows, horizontal sliding windows, sliding glass doors, and French doors, have been installed from July 19, 2003 until July 19, 2013.

WHAT AM I GIVING UP TO RECEIVE A PAYMENT, REPLACEMENT WINDOW PRODUCT(S) OR TO STAY IN THE CLASS?

Unless you exclude yourself, you are staying in the Class. That means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. You also agree to release all claims against the Defendant, including all claims asserted in this litigation and claims relating to all acts or omissions relating to refunds on your paid insurance deductibles.

HOW DO I OPT OUT OF OR OBJECT TO THE SETTLEMENT?

If you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in *this* case, then you must take steps to get out, or opt out.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *TIMOTHY LEWIS, et. al. v. PGT INDUSTRIES, INC., Case No. 502013CA011785XXXXMB.* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request to: Florida Window Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Your exclusion request must be **received** no later than **March 10, 2020**. You cannot exclude yourself on the phone or by e-mail.

If you exclude yourself, you will not receive any benefits from the Settlement or the opportunity to make a claim for a refund or window replacement, and you cannot object to the final judgment in the litigation. You will not be legally bound by anything that happens in this lawsuit and Settlement. You may be able to sue (or continue to sue) the Defendant in the future.

Settlement Class Members also have the right to object to the Settlement. Any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement, the proposed Settlement, the award of Attorneys' Fees, or any other term or terms of the Settlement Agreement must serve the objection on Class Counsel and Defendant's Counsel and file with the Court a Notice of Intent to Object or be forever barred from so objecting. Such Notice of Intent to Object must be addressed to the Clerk of the Court, and reference this suit, *TIMOTHY LEWIS, et. al. v. PGT INDUSTRIES, INC., Case No. 502013CA011785XXXXMB*, and include: (1) a statement of each objection being made; (2) a detailed description of the legal authorities underlying each objection; (3) a statement of whether the objector will appear at the Fairness Hearing; (4) a list of witnesses whom the objector may call by live testimony, deposition testimony, or affidavit during the Fairness Hearing; (5) a description of the testimony to be offered; and (6) a list of the exhibits that the objector may offer during the Fairness Hearing, along with copies of those exhibits. All objections must be **received** no later than **March 10, 2020**. If the objector fails to comply with this procedure for making objections, any objection will be waived.

IF I DO NOT EXCLUDE MYSELF, MAY I SUE PGT INDUSTRIES, INC. FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you may not send in a Claim Form to ask for any money or relief.

DO I HAVE A LAWYER IN THIS CASE?

The law firms of Liggio Law and Gordon and Partners represents you and all the other Settlement Class Members in this case. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire a lawyer at your own expense.

WHERE AND WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing on **April 24, 2020** at 1:30 p.m.at the Judge Daniel T.K. Hurley Courthouse, Courtroom 11-C, located at 205 North Dixie Hwy., West Palm Beach, FL 33401. At this hearing, the Court will consider the fairness, reasonableness and adequacy of the proposed settlement and to determine whether the settlement should be finally approved. You do not have to attend the hearing, but you are welcome to attend at your own expense.

WHERE CAN I LEARN MORE ABOUT THE SETTLEMENT?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. If you have questions regarding this Settlement, you may contact the Claims Administrator by phone at (844) 599-4606 or by mail at Florida Window Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Please do not contact the Court.

DATE: January , 2020

Exhibit 2

CLAIM FORM INSTRUCTIONS		
Your claim must be submitted online or mailed and postmarked by: ***July 23, 2020***	Florida Window Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website: www.FloridaWindowSettlement.com	**WINDOW**

Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you are a Florida owner of a single family residence in which PGT Winguard Aluminum 700 Series Windows and Doors including, but not limited to fixed windows, hung windows, horizontal sliding windows, sliding glass doors, and French doors ("Window Product(s)"), have been installed from July 19, 2003 until July 19, 2013, which sustained a loss arising out of a burglary to a single family residence due to an entry through a locked pane of glass which has been smashed or broken by a burglar ("Event").

Claimants who complete and timely submit the Claim Form found at www.FloridaWindowSettlement.com along with (1) proof of purchase, (2) a copy of a police report filed at or near the time of the burglary, but not one filed within the Claims Period or within 90 days of the Claims Period, (3) a copy of the loss claim notice to your insurance company that was contemporaneously filed but not notice given during the Claims Period, and (4) a picture of the broken Window Product(s) which shows the logo of the Window Product manufacturer ("Substantiating Materials"), may be entitled to a refund of as much as $1,000.00 in insurance deductible reimbursements. In certain circumstances, you may be entitled to either a refund of $500.00 or full replacement of your Window Product(s) at no cost to you, other than the cost of removing your original Window Product and the labor costs of installing the new product we provide you, as those costs are yours.

Proof of Purchase means any document showing, at a minimum, the purchase of the Product, and the date, place and amount of purchase. Submit only one (1) Claim Form per person. If you intend to make a claim, you must complete the attached Claim Form, and provide the above-referenced Substantiating Materials.

Your completed Claim Form must be submitted online at www.FloridaWindowSettlement.com on or before 12:00 A.M. EST on **July 23, 2020** or postmarked no later than **July 23, 2020** and mailed to:

Florida Window Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

You must complete the entire Claim Form and provide copies of Substantiating Materials in support of your Claim Form. Do not submit original Substantiating Materials, they will not be returned to you.

ALL CLAIMS ARE SUBJECT TO VERIFICATION

PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.

CLAIM FORM		
Your claim must be submitted online or mailed and postmarked by: ***July 23, 2020***	Florida Window Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website: www.FloridaWindowSettlement.com	**WINDOW**

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Notice & Claims Administrator of any changes to your contact information after the submission of your Claim Form.

First Name **Last Name**

Street Address (Mailing Address)

City **State** **Zip Code**

Email Address **Phone Number**

SECTION B: RESIDENTIAL INTRUDER PROTECTION CLAIMANT

List the total number of Window Products which sustained an Event at a single-family residence owned by you during the Class Period:

☐ Check this box if you are providing proof of purchase in support of your Claim Form.

☐ Check this box if you are providing a copy of a police report filed at the time of the burglary in support of your Claim Form.

☐ Check this box if you are providing a copy of the loss claim notice to your insurance company that was contemporaneously filed in support of your Claim Form along with proof that the insurance company rejected all or a portion of your claimed loss.

☐ Check this box if you are providing a picture of the broken Window Product(s) which shows the logo of the Window Product manufacturer in support of your Claim Form.

SECTION C: CERTIFICATION

I certify that the information provided in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand the Settlement Notice & Claims Administrator may contact me to request further verification of the information provided in this Claim Form.

Signed: _____ Date: _____