

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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BLIND BUILDERS USA INC., individually and  
on behalf of a class of all those similarly  
situated,

*Plaintiff,*

v.

ROYAL WINDOW COVERINGS (USA) L.P.,

*Defendant.*

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Civil Action No. 07-1387

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION WITH ROYAL WINDOW COVERINGS  
(USA) L.P. AND HEARING ON SETTLEMENT APPROVAL, PLAN OF DISTRIBUTION AND  
REQUEST FOR COUNSEL FEES, PAYMENT OF LITIGATION  
COSTS AND EXPENSES, AND INCENTIVE AWARDS FOR THE CLASS REPRESENTATIVES  
TO: ALL INDIVIDUALS OR ENTITIES WHO PURCHASED WINDOW COVERINGS DIRECTLY FROM  
ROYAL WINDOW COVERINGS (USA) L.P. (AS DEFINED HEREIN) AT ANY TIME DURING THE  
PERIOD JUNE 1, 2002 TO AND INCLUDING DECEMBER 31, 2002 (THE "CLASS PERIOD").  
PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE  
AFFECTED BY LAWSUITS NOW PENDING IN THIS COURT.**

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Pennsylvania. The purpose of this Notice is to inform you that a proposed settlement has been reached with defendant Royal Window Coverings (USA) L.P.<sup>1</sup> (hereinafter, "Royal") in the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000) on behalf of a Class and of your rights in connection with the settlement.

**IF YOU ARE A MEMBER OF THE CLASS, YOU ARE ENTITLED TO SUBMIT A CLAIM FORM (ATTACHED AT THE END OF THIS NOTICE) THAT, IF VALID, WILL ALLOW YOU TO RECEIVE A PORTION OF THE MONEY FROM THE SETTLEMENT. IF YOU ARE A MEMBER OF THE CLASS, YOU ALSO HAVE THE RIGHT TO EXCLUDE YOURSELF FROM THE CLASS, OR IF YOU REMAIN A CLASS MEMBER, TO OBJECT TO THE SETTLEMENT, THE PLAN OF DISTRIBUTION, THE REQUEST OF CLASS COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND COST REIMBURSEMENT AND/OR FOR THE REQUEST FOR INCENTIVE AWARDS FOR THE CLASS REPRESENTATIVES.**

"Window Coverings" means vertical blinds, horizontal blinds, mini-blinds, shutters, components of vertical blinds, horizontal blinds and shutters, including without limitation extruded polyvinyl chloride (PVC or vinyl) slats and vanes, valences, valence clips, rails, internal mechanisms, channel panels designed to hold vertical blind slats and valences, and related products.

If you purchased Window Coverings (1) directly from Royal Window Coverings (USA) L.P., as defined herein; (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) did so at any time during the period from June 1, 2002 through December 31, 2002, you may be a member of the Settlement Class defined below and have the rights summarized below.

Your options with respect to this class action, as described in this Notice, include your right to:

- Remain in the Class and submit a Claim Form that, if valid, will allow you to receive a portion of the money from the settlement;
- Exclude yourself from the Class;
- If you do not exclude yourself from the Class, you may object to the proposed settlement with Royal, and appear at the hearing before the Court to determine whether the proposed settlement should be approved as fair, adequate and reasonable; you may also object to the plan of distribution of the settlement proceeds and Class Counsel's request for incentive awards for the Class Representatives and an award of attorneys' fees and reimbursement of litigation costs; and
- Enter an appearance as a Class member in the litigation through your own counsel at your own expense.

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<sup>1</sup>"Royal Window Coverings (USA) L.P." means Royal Window Coverings (USA) L.P. and its current and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns.

## **I. DEFINITION OF THE CLASS**

On May 15, 2007, the Court granted preliminary approval of a Settlement Class defined as follows:

All Persons (excluding Defendants, their parents, predecessors, subsidiaries and affiliates, their co-conspirators and government entities) who purchased Window Coverings (1) directly from Royal Window Coverings (USA) L.P., as defined herein; (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) did so at any time during the period from June 1, 2002 through December 31, 2002. The Class does not include national retailers that sell finished or replacement Window Coverings.

Plaintiffs Blind Builders USA Inc. and Presidential Window Coverings have been appointed by the Court to serve as representatives of the Class. Plaintiffs' Counsel, who have been appointed by the Court to serve as Class Counsel, are the law firms of Kohn Swift & Graf, P.C., and Preti, Flaherty, Beliveau & Pachios, LLP.

## **II. THE LITIGATION**

In April, 2007, two class action complaints were filed against Royal by direct purchasers of Window Coverings. Prior to filing the Complaints, Class Counsel engaged in an extensive investigation of the facts including reviewing of over 100,000 pages of hard copy documents and hundreds of thousands of pages of electronic documents they obtained from Royal, as well as an analysis of electronic transaction data by an economic expert. The cases are pending in the United States District Court for the Eastern District of Pennsylvania. Plaintiffs allege in their Complaints that Royal attempted to enter into a contract, combination or conspiracy to fix, maintain, raise or stabilize the prices of Window Coverings sold in the United States in violation of the federal antitrust laws. Plaintiffs further allege that as a result of the attempted conspiracy, they and other direct purchasers of Window Coverings have been injured by paying more for Window Coverings than they would have paid in the absence of the illegal conduct. In the Complaints, Plaintiffs also seek recovery of treble damages, together with reimbursement of costs and an award of attorneys' fees.

Royal denies Plaintiffs' allegations. Neither Plaintiffs nor Royal have proven their assertions. The Court expresses no opinion as to whether Plaintiffs' allegations are correct or whether Royal has engaged in any wrongdoing. The purpose of this Notice is to inform you of the proposed certification of the Class and the proposed settlement with Royal and your rights in connection with the settlement.

## **III. THE PROPOSED SETTLEMENT WITH ROYAL**

Plaintiffs, on behalf of the Class, have entered into a Settlement Agreement with Royal dated April 4, 2007 (the "Settlement Agreement") under which Royal has paid into escrow the sum of Two Million Four Hundred Thousand Dollars (\$2,400,000) (the "Settlement Fund"). The Settlement Agreement gives Royal the right to withdraw from the Settlement Agreement in the event that the total dollar amount of sales of Window Coverings to persons who exercise the right to be excluded from this settlement exceeds five hundred thousand dollars (\$500,000) in the aggregate during the Class Period.

Class Counsel will ask the Court for reimbursement for expenses incurred in prosecuting the case, up to \$100,000, and for counsel fees, not to exceed 30% of the Settlement Fund, with accrued interest. Litigation expenses include, but are not limited to, costs for economic experts, and for document reproduction.

The Settlement Agreement provides that if it is approved by the Court, and becomes final and effective, Class members and other "Releasors," as defined in the Settlement Agreement, will release Royal and other "Releasees," as defined in the Settlement Agreement, and each Releasee shall be released and forever discharged from any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, and liabilities of any nature whatsoever, including, without limitation, all costs, expenses, interest, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, which Releasors or any of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have or hereafter can, shall or may have, arising under any federal, state, or foreign antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unfair trade practice, or civil conspiracy law, or any other law, domestic or foreign, to the date of this Agreement, including, without limitation, all claims relating to (a) the purchase, sale, pricing, discounting, marketing, manufacturing, or distribution of Window Coverings; and (b) any conduct alleged in the Actions including, without limitation, all Claims that have been asserted or could have been asserted in the Actions against the Releasees or any of them; provided that nothing herein shall release any product defect, warranty, uniform commercial code, or similar claim between the parties relating to the purchase and sale of Window Coverings; provided further that notwithstanding anything contained in the Settlement Agreement, if Royal pleads guilty to federal antitrust violations arising from conduct occurring outside April 1, 2002 through December 31, 2002 (the "Relevant Period"), then this release shall be deemed not to apply to claims or damages, if any, arising from such conduct that occurred outside the Relevant Period. The claims covered by the foregoing release are referred to herein collectively as the Released Claims. As used in this paragraph, "claims" means any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, interest, debts, liabilities, judgments, or remedies, in each case, which are directly related to the subject matter of the above-captioned actions. As used in this paragraph, "affiliates" means entities controlling, controlled by or under common control with a Releasor.

If you remain in the Class, you may not, after the Effective Date (as defined in the Settlement Agreement) seek to institute, maintain, prosecute or continue to maintain or prosecute any suit or action, or collect from or proceed against the Releasees based on the Released Claims.

As used herein, Releasees shall refer jointly and severally, individually and collectively to Royal, its present and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and their respective present and former officers, directors, employees, partners, general partners, limited partners, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators and assigns of each of the foregoing. As used in this paragraph, "affiliates" means entities controlling, controlled by or under common control with a Releasee.

#### **IV. CONSEQUENCES OF SETTLEMENT CLASS MEMBERSHIP**

If you are a member of the Class as defined above, you will automatically remain a Class member unless you elect to be excluded. If you wish to remain in the Class, you do not need to take any action at this time and your interests will be represented by Plaintiffs and by Class Counsel. (If you wish to share in the Settlement proceeds, you **must timely** file a Claim Form as described below.) You will have no responsibility to individually pay Plaintiffs' fees and expenses. Any such fees and expenses will be paid solely from the Settlement Fund as approved by the Court. If you choose, you may also have your own attorney enter an appearance on your behalf and at your expense.

If you remain in the Class, you will be bound by the judgment or other final disposition of this litigation whether or not it is favorable to the Class. As a member of the Class, you are entitled to submit a Claim Form, that, if valid, will allow you to receive a portion of the money from the Settlement Fund. You will also be afforded an opportunity to be heard (as described below) with respect to the proposed settlement, as well as the proposed plan of distribution and Class Counsel's request for attorneys' fees and reimbursement of expenses and the request for incentive awards for the Class Representatives.

If you wish to exclude yourself from the Class, you must send a request for exclusion, in writing, via certified mail, return receipt requested, postmarked no later than **August 28, 2007**, to the following:

Joseph C. Kohn  
Robert J. LaRocca  
Craig W. Hillwig  
Allan M. Hoffman  
KOHN, SWIFT & GRAF, P.C  
One South Broad Street  
Suite 2100  
Philadelphia, PA 19107-3389

Gregory P. Hansel  
Randall B. Weill  
David J. Ekelund  
PRETI, FLAHERTY, BELIVEAU  
& PACHIOS LLP  
One City Center  
P. O. Box 9546  
Portland, ME 04112-9546

Your request for exclusion must contain the full name of the purchaser, including any predecessor or successor entities, the amount of your purchases of Window Coverings during the Class Period and your address. If you exclude yourself from the Class, then: (a) you will not be bound by any decision concerning the settlement and you can pursue any claims you may have; but (b) you will not share in the proposed settlement.

#### **V. PLAN OF DISTRIBUTION OF THE SETTLEMENT FUND**

Class Counsel have submitted a proposed plan of distribution of the Settlement Fund. The Settlement Fund has been deposited in a Court-authorized, interest-bearing account for the benefit of the Class. The Settlement Fund, with accrued interest, less any amounts approved by the Court for payment of attorneys' fees, litigation and administration costs and expenses, and incentive awards for the class representatives (the "Net Settlement Fund"), will be distributed among the members of the Class who file timely and valid Claim Forms ("Claimants") based on the following:

Using sales data, *i.e.*, electronic transaction data furnished by Royal, Class Counsel have provided you with a statement in Section IV of the Claim Form ("Claim Statement") regarding your purchases of Window Coverings during the Class Period. Your distribution will be based on the amounts shown on the Claim Statement, unless you dispute those amounts.

First, the Claim Statement shows the total dollar amount of that portion of your purchases of horizontal and vertical PVC for fabrication purposes during the Class Period, if any, attributable to Royal's price increase. Second, the Claim Statement shows the total dollar amount of your purchases of Window Coverings from Royal during the Class Period. You can accept the amounts shown on the Claim Statement, or you may dispute the amounts. If you choose to dispute the amounts, you will need to follow the instructions listed on the Claim Form and provide additional information.

The Settlement Fund will be distributed among the members of the Class who file timely and valid Claim Forms in two steps. In the first step, all class member-claimants who had paid increased prices for horizontal and vertical PVC will be completely compensated for the total amount paid attributable to that price increase. (A price increase will be determined by comparing the price charged immediately before the Class Period with the prices charged during the Class Period.) In the second step, the remainder of the Net Settlement Fund will be divided *pro rata* among all class member-claimants (in proportion to each class member-claimant's total share of direct purchases of Window Coverings during the Class Period).

The distribution will take place as soon as practicable after review, determination, and audit of Claim Forms by the Settlement Administrator and approval by the Court of the Settlement Administrator's recommendations as to the amounts to be paid to the Claimants.

**VI. SUBMITTING A CLAIM FORM**

First, carefully read the description of the Class set forth earlier in this Notice to verify that you are a Class Member. Then, remove, complete and return the Claim Form at the end of this Notice, postmarked on or before August 28, 2007, to the following address:

Settlement Administrator  
Royal Window Coverings Settlement  
P.O. Box 58968  
Philadelphia, PA 19102-8968

Follow all instructions on the Claim Form carefully. Any Class Member who does not complete and timely return the Claim Form will not be entitled to share in the Net Settlement Fund.

**VII. ATTORNEYS' FEES AND COSTS AND INCENTIVE AWARDS FOR THE CLASS REPRESENTATIVES**

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of actual expenses and costs incurred in the prosecution of this litigation, including the costs for experts. In compensation for their time and the risk in prosecuting the litigation on a wholly contingent fee basis, Class Counsel intend to apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund, with accrued interest. Class Counsel also intend to seek reimbursement for their unreimbursed expenses actually incurred in the prosecution of the litigation, including costs for experts and consultants, in an amount not to exceed \$100,000. Further, Class Counsel intend to apply to the Court for incentive awards to be paid to the Class Representatives in amounts not to exceed \$25,000 for each Plaintiff. Class Counsel's Motion for Attorneys' Fees and Costs and Incentive Awards will be on file at the office of the Clerk of the Court after August 17, 2007. Class Counsel will subsequently seek Court approval for the costs and expenses for the administration of the settlement.

**VIII. THE SETTLEMENT HEARING**

The Court will hold a hearing on September 17, 2007, at 2:00 p.m. at the United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania, Courtroom 6B, to determine whether to grant final approval of the settlement and the application for attorneys' fees and expenses, and to determine whether to approve the proposed plan of distribution. The hearing may be continued without further notice.

Any Class member who wishes to object to the Settlement Agreement, the application for attorneys' fees and expenses, the application for incentive awards, or the proposed plan of distribution must do so in writing. The objection must include the caption of this litigation; must be signed; and must be sent via certified mail, return receipt requested, postmarked no later than August 28, 2007, to the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania, 19106-1797, and to the following counsel:

Joseph C. Kohn  
Robert J. LaRocca  
Craig W. Hillwig  
Allan M. Hoffman  
KOHN, SWIFT & GRAF, P.C  
One South Broad Street  
Suite 2100  
Philadelphia, PA 19107-3389

Gregory P. Hansel  
Randall B. Weill  
David J. Ekelund  
PRETI, FLAHERTY, BELIVEAU  
& PACHIOS LLP  
One City Center  
P. O. Box 9546  
Portland, ME 04112-9546

If you do not object to the proposed settlement, the plan of distribution, the request for incentive awards, or the request for counsel fees and costs, you need not appear at the hearing or take any other action, other than submitting your claim form.

**IX. CHANGE OF ADDRESS, ADDITIONAL INFORMATION**

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please send your correct address to the address set forth in Section VI.

The Settlement Agreement, Plaintiffs' Complaints and other documents filed in this Action are available for review during normal business hours at the offices of the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania, 19106. If you have questions concerning this Notice or the litigation, you may contact Class Counsel identified above.

**Please do not contact the Clerk of the Court or the Judge.**

Dated: June 15, 2007

BY ORDER OF:  
Michael E. Kunz  
The Clerk of the United States  
District Court for the Eastern  
District of Pennsylvania

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BLIND BUILDERS USA INC., individually and  
on behalf of a class of all those similarly  
situated,

*Plaintiff,*

v.

ROYAL WINDOW COVERINGS (USA) L.P.,

*Defendant.*

Civil Action No. 07-1387

**CLAIM FORM**

**IMPORTANT NOTICE TO PURCHASERS OF WINDOW COVERINGS**  
**PLEASE READ THE PRECEDING NOTICE AND THIS ENTIRE DOCUMENT CAREFULLY**

**All Class Members who wish to share in the settlement funds recovered in this litigation,  
must submit a Claim Form, postmarked no later than August 28, 2007.**

**INSTRUCTIONS FOR COMPLETING CLAIM FORM**

If you are a member of the Class defined below (and have not excluded yourself), you may be entitled to share in the distribution of the Net Settlement Fund (as defined in the preceding Notice). To receive your share of the Net Settlement Fund, you must submit a timely and valid Claim Form in accordance with the instructions set forth herein.

1. **Eligibility:** You are eligible to submit a claim seeking to share in the distribution of the Settlement Fund in this litigation if you purchased Window Coverings (1) directly from Royal Window Coverings (USA) L.P., as defined herein; (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) did so at any time during the period from June 1, 2002 through December 31, 2002. The class excludes Defendants, their parents, predecessors, subsidiaries and affiliates, their co-conspirators and government entities and does not include national retailers that sell finished or replacement Window Coverings. As used herein, "Window Coverings" refers to vertical blinds, horizontal blinds, mini-blinds, shutters, components of vertical blinds, horizontal blinds and shutters, including without limitation extruded polyvinyl chloride (PVC or vinyl) slats and vanes, valences, valence clips, rails, internal mechanisms, channel panels designed to hold vertical blind slats and valences, and related products.

The Class certified by the Court is defined as follows:

All Persons (excluding Defendants, their parents, predecessors, subsidiaries and affiliates, their co-conspirators and government entities) who purchased Window Coverings (1) directly from Royal Window Coverings (USA) L.P., as defined herein;<sup>1</sup> (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) did so at any time during the period from June 1, 2002 through December 31, 2002. The Class does not include national retailers that sell finished or replacement Window Coverings.

2. **Submission of Claim:** Each Claim Form must be signed and verified by the claimant or a person authorized to act on behalf of the claimant, and must be **postmarked no later than August 28, 2007**, and addressed to:

Settlement Administrator  
Royal Window Coverings Settlement  
P.O. Box 58968  
Philadelphia, PA 19102-8968

<sup>1</sup>"Royal Window Coverings (USA) L.P." or "Royal" means Royal Window Coverings (USA) L.P. and its current and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns.

Do **not** send your Claim Form to the Court or to any of the parties or their counsel. If you receive multiple copies of the Claim Form, complete only one Claim Form covering all of your qualifying purchases. Do not submit more than one claim, and do not submit duplicate claims.

3. **Confirmation of Receipt of Claim:** The receipt of a claim will not be confirmed or acknowledged automatically by the Settlement Administrator. If you wish to have confirmation that your Claim Form has been received, send it by certified mail, return receipt requested.

4. **Photocopies of Form:** A claim may be submitted on a photocopy of the Claim Form. Other forms, or altered versions of the Claim Form, will not be accepted. Additional copies of the Claim Form may be obtained on-line at <http://www.kohnswift.com/cases/docs/RoyalNotice.pdf>.

5. **Completion and Support of Claim:** Please type or neatly print all requested information. Failure to complete all parts of the Claim Form may result in denial of the claim, may delay processing, or may otherwise adversely affect the claim. All information submitted in a Claim Form is subject to further inquiry and verification. The Settlement Administrator may ask you to provide supporting information. Failure to provide such requested information also might delay, adversely affect, or result in denial of the claim.

If you choose to dispute the amounts shown on the Claim Statement, the Claim Form asks for certain information relating to your qualified purchases of Window Coverings, as well as an explanation of the available documentation (such as account statements and extracts of books and records) that supports your claimed purchases. **ONLY INCLUDE IN YOUR CLAIM FORM PURCHASES OF WINDOW COVERINGS THAT YOU MADE DIRECTLY FROM ROYAL DURING THE PERIOD FROM JUNE 1, 2002 TO DECEMBER 31, 2002.**

6. **Claims of Separate Entities:** Each corporation, trust, or other business entity making a claim must submit its claim on a separate Claim Form.

7. **Taxpayer Identification Number:** A Claim Form is not complete without the federal taxpayer identification number of the claimant.

8. **Identity of Contact Person:** Provide the name, telephone number and e-mail address of the person to be contacted about the information in your Claim Form.

9. **Assistance:** If you have any questions about your claim or completing the Claim Form, you may contact the Settlement Administrator at the address and telephone number on page 10, below. You may also contact your own attorney or other person to assist you, at your own expense.

10. **Keep a copy:** You should keep a photocopy of your completed Claim Form for your records. You should also retain all of your documents and records relating to direct purchases of Window Coverings from Royal Window Coverings (USA) L.P. in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings during the period from June 1, 2002 through December 31, 2002.

**WARNING: THERE ARE COMPANIES THAT WRITE OR CALL CLASS MEMBERS AND OFFER THEIR SERVICES IN FILING CLAIM FORMS OR PROVIDING OTHER INFORMATION ABOUT POTENTIAL RECOVERY OF MONIES IN CLASS ACTIONS IN EXCHANGE FOR A PORTION OF ANY SETTLEMENT FUNDS THAT THE CLASS MEMBER MAY ULTIMATELY RECOVER. PLEASE BE ADVISED THAT YOU DO NOT NEED TO USE ONE OF THOSE COMPANIES TO ASSIST YOU OR HELP YOU IN FILING A CLAIM.**



**V. YOUR RESPONSE TO THE CLAIM STATEMENT**

\_\_\_\_\_ I accept the amount of my total purchases and amount of my price increase, if any, shown on the Claim Statement. (Please proceed to Section VII and do **not** complete the Schedule of Purchases on page 11. Even if you accept these amounts, you still must complete and submit the Claim Form (other than the Schedule of Purchases) by August 28, 2007.)

\_\_\_\_\_ I **DO NOT** accept the amount of my total purchases and/or amount of my price increase shown on the Claim Statement. (Please continue to Section VI and complete the Schedule of Purchases on page 11.)

If you do not accept the amounts shown on the Claim Statement, on the attached Schedule of Purchases worksheet, list the Window Coverings you purchased (1) directly from Royal Window Coverings (USA) L.P., as defined herein; (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) did so at any time during the period from June 1, 2002 through December 31, 2002. **The purchase amounts must be the net amounts paid after deducting any discounts, rebates, taxes, delivery and freight charges. You must also list whether you paid an increased price for the products from June 1, 2002 through December 31, 2002. List the specific percentage increase, if any, for each product purchased.**

When records are available to allow you to calculate and document the dollar amount of your purchases and date and amount of the price increase, if any, for that product, you must base your purchase information on those records. You must identify those records (e.g., invoices, purchase journals, accounts payable journals, etc.) in the Section entitled "Proof of Purchases."

When records are **not** available, you may submit purchase information based on estimates. If you do submit your purchase information based on estimates, you must explain in the Proof of Purchases section below why records are not available to you and why the estimate is reasonable. In the explanation of how you calculated the estimated purchases, you must identify the documents you used as a basis for your estimates. Estimates can be based on extrapolation from similar circumstances in analogous contexts.

**VI. PROOF OF PURCHASES/PRICE INCREASE**

List and identify below those records (e.g., invoices, purchase journals, accounts payable journals, etc.) you used to calculate your claimed purchases shown on the Schedule of Purchases below and the amount of the price increase you paid. If you based your claim on estimates, list and identify below those records (e.g., invoices, purchase journals, sales journals, accounts payable journals, etc.) used by you as the basis of your estimates, and explain how you calculated your estimated payments.

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Your claim is subject to audit by the Settlement Administrator and you may, at a later time, be required to provide copies of some or all of the underlying documentation supporting your claim. Therefore, please retain your documentation until the conclusion of this litigation.

**VII. CLAIMS BASED UPON ASSIGNMENT OR TRANSFER**

If the claimant on whose behalf this claim is being submitted acquired the rights that are the basis of the claim asserted herein from some other person or entity (as assignee, transferee, successor or otherwise), please check the box below and attach copies of legal documents that support the acquisition of your claim.

\_\_\_\_\_ Yes — This claim is based upon an assignment or transfer and I have attached copies of supporting legal documents.

**VIII. SUBSTITUTE FORM W-9**

Each claimant must provide the information requested below. If the correct information is not provided, a portion of any payment that the claimant may be entitled to receive from the Settlement Funds may be withheld.

**Request for Federal Taxpayer Identification Number and Certification**

Claimant's federal taxpayer identification number is:

- OR --

Employer Identification Number (for corporations, trusts, etc.)      Social Security Number (for individuals)

Name of taxpayer whose identification number is written above:

I certify that the above taxpayer is **NOT** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the word "**NOT**" in the previous sentence.

Under the penalties of perjury, I certify that the foregoing information is true and correct.

Dated: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed name)

Instructions regarding IRS Form W-9 are available at the Internal Revenue Service website at <http://www.irs.gov>.

**IX. CERTIFICATION**

I, \_\_\_\_\_, swear or affirm under penalty of perjury that the information contained in this Claim Form is true and correct to the best of my knowledge and belief, that I am authorized to sign and submit this claim on behalf of the claimant, that Window Coverings purchases and corresponding price increases, if any, listed in the Schedule of Purchases (if any) were purchases by the claimant (1) **directly** from Royal Window Coverings (USA) L.P., as defined herein; (2) in the United States, from a facility located in the United States, or from a facility located outside the United States for use or resale in the United States; (3) for fabrication, assembly, and/or resale to commercial or residential contractors or for installation in commercial or residential buildings; and (4) the claimant did so at any time during the period from June 1, 2002 through December 31, 2002; that the claimant is a member of the Class and has not requested to be excluded from the Class; that this claim is the only claim being submitted by the claimant; that the claimant does not know of any other claim being submitted for the same purchases; that the claimant has not transferred or assigned its claims; and that I have read the accompanying Instructions and the Notice of Proposed Settlement and Hearing. Claimant submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of investigation or discovery (if necessary) with respect to this claim and any proceeding or dispute arising out of or relating to this claim. The filing of a false claim is a violation of the criminal laws of the United States and may subject the violator to appropriate criminal penalties.

Dated: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (Print your name here)  
\_\_\_\_\_ (Title or position [if claimant is not an individual])

**THIS CLAIM FORM MUST BE SENT TO THE FOLLOWING ADDRESS,  
POSTMARKED NO LATER THAN AUGUST 28, 2007:**

Settlement Administrator  
Royal Window Coverings Settlement  
P.O. Box 58968  
Philadelphia, PA 19102-8968

A Claim Form received by the Settlement Administrator shall be deemed to have been submitted when posted if it is mailed by August 28, 2007, a postmark is indicated on the envelope, and it is mailed and addressed in accordance with the above instructions. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Claim Forms and to administer the Settlement Fund. This work will be completed as promptly as time permits, given the need to review each Claim Form.

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

**Reminder Checklist:**

1. You must sign and date the Certification and Substitute Form W-9.
2. Please be sure that **all** required information has been provided.
3. Your claim may be subject to review and verification by the Settlement Administrator. Accordingly, you should maintain all of the documentation supporting your claim while claims are being processed.
4. Keep a copy of the completed Claim Form for your records.
5. If you desire an acknowledgment of receipt of your claim, please send it by certified mail, return receipt requested.
6. If you move after submitting your Claim Form, please promptly send the Settlement Administrator your new address.
7. If you have any questions concerning this Claim Form or need additional copies, contact the Settlement Administrator at:

Settlement Administrator  
Royal Window Coverings Settlement  
P.O. Box 58968  
Philadelphia, PA 19102-8968  
1-800-644-7835

Copies of the Claim Form also may be obtained at <http://www.kohnswift.com/cases/docs/RoyalNotice.pdf>.

**SCHEDULE OF PURCHASES**

**FROM ROYAL BETWEEN JUNE 1, 2002 AND DECEMBER 31, 2002,  
TO BE SUBMITTED ONLY IF YOU ARE DISPUTING AMOUNTS SHOWN ON THE CLAIM  
STATEMENT (YOU MAY DUPLICATE THIS FORM IF YOU NEED ADDITIONAL SPACE)**

**Name of Claimant** \_\_\_\_\_

1. Product Purchased <sup>1</sup>	2. Date of Purchase (MM/DD/2002) <sup>2</sup>	3. Amount Purchased <sup>3</sup>	4. Horizontal or Vertical PVC Subject to Price Increase <sup>5</sup>  (Indicate Yes/No)	5. Amount of Purchases Attributable to Price Increase (Only for Those Purchases for Which You Indicated "Yes" in Column 4)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)
	___/___/02	(\$)	<b>YES / NO</b>	(\$)

**Total: (\$)** \_\_\_\_\_ **Total: (\$)** \_\_\_\_\_

<sup>1</sup>List the type of Window Coverings purchased, if known, including the production identification number.  
<sup>2</sup>The date of purchase must be on or after June 1, 2002 through on or before December 31, 2002.  
<sup>3</sup>List the dollar amount of DIRECT PURCHASES of Window Coverings. The purchase amounts must be the net amounts paid after deducting any discounts, rebates, taxes, delivery and freight charges.  
<sup>5</sup>You may only include your purchases of horizontal and vertical PVC directly from Royal sold for fabrication purposes.

Royal Window Coverings Settlement  
P.O. Box 58968  
Philadelphia, PA 19102-8968

**FIRST CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**

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**IF YOU PURCHASED WINDOW COVERINGS  
DIRECTLY FROM ROYAL WINDOW COVERINGS (USA) L.P. FROM  
JUNE 1, 2002 TO DECEMBER 31, 2002, YOU MAY BE ELIGIBLE TO  
RECEIVE A PAYMENT FROM SETTLEMENTS REACHED IN THIS CASE**

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