
**Attention Purchasers of RUST-OLEUM Painter's Touch Ultra Cover 2X
spray paint, RUST-OLEUM Painter's Touch 2X Ultra Cover spray paint,
RUST-OLEUM PaintPlus Ultra Cover 2X spray paint,
RUST-OLEUM American Accents Ultra Cover 2X spray paint, and
RUST-OLEUM American Accents 2X Ultra Cover spray paint
between December 12, 2011 and May 30, 2017**

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- The notice concerns a case called *Daryl White, Jr. v. Rust-Oleum Corp.*, Case No. 16AC-CC00533, pending in Cole County Circuit Court, Missouri. Defined terms (with initial capitals) used herein have the same meaning as set forth in the Settlement Agreement.
- This class action Settlement will resolve a lawsuit against Rust-Oleum Corporation (“Rust-Oleum” or “Defendant”). It affects all natural Persons who, between December 12, 2011 and May 30, 2017, purchased, in the United States, for personal use and not resale, any Rust-Oleum 2X spray paint Products, including but not limited to: Rust-Oleum Painter’s Touch Ultra Cover 2X spray paint, Rust-Oleum Painter's Touch 2X Ultra Cover spray paint, Rust-Oleum PaintPlus Ultra Cover 2X spray paint, Rust-Oleum American Accents Ultra Cover 2X spray paint, and Rust-Oleum American Accents 2X Ultra Cover spray paint.
- The lawsuit contends that the Rust-Oleum 2X spray paint Products were improperly labeled as providing twice the coverage of competing brands. The lawsuit seeks a court order to preclude such marketing and to refund customers a portion of the purchase price.
- Rust-Oleum denies any wrongdoing. It contends that the Products were truthfully marketed and labeled.
- To settle the case, Settlement Class Members, who do not have Proof of Purchase, may elect a Benefit of \$1.00 per Unit purchased up to \$3 per Household for Tier 1 Claims or \$1.50 per Unit purchased up to \$6.00 per Household for Tier 2 Claims if willing to provide additional information. Proof of Purchase is required to obtain a refund of more than \$6.00 per Household. Settlement Class Members may receive less money depending on a number of factors.
- The lawyers who brought the lawsuit will ask the Court for \$1,740,000 to be paid by Rust-Oleum as Attorneys’ Fees and Expenses for investigating the facts, litigating the case, and negotiating the Settlement. They will additionally ask for \$5,000 for the Plaintiff who brought this lawsuit as well as for an additional Class Representative for an aggregate of \$10,000.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.
- This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SprayPaintSettlement.com, contact the Settlement Administrator at Spray Paint Settlement, Heffler Claims Group, P.O. Box 58788, Philadelphia, PA 19102-8788.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	The only way to receive payment, i.e., refunds for your purchases.	October 16, 2017, by 11:59 p.m.
Opt-Out	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit against Rust-Oleum that raises the same legal claims released by this Settlement. You will receive no payment.	August 28, 2017
Object	Write to the Court about why you don't like the Settlement, the amount of Attorneys' Fees, and Expenses or the payment to the Plaintiff.	August 28, 2017
Go to a Hearing	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above.)	September 12, 2017, at 9:00 a.m.
Do Nothing	You will receive no payment and be precluded from suing for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement. If there are appeals, payment will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.

Fairness Hearing

On September 12, 2017, at 9:00 a.m., the Court will hold a hearing to determine (1) whether the proposed Settlement is fair, reasonable, adequate, and should receive final approval; (2) whether the Application for Attorneys' Fees and Expenses brought by the Class Counsel should be granted; and (3) whether the Application for a Class Representative Service Award to the Plaintiff and other Class Representatives should be granted. The hearing will be held in the Circuit Court of Cole County, Missouri, 301 E High Street, Jefferson City, MO 65101. The hearing will be held in the courtroom of the Honorable Jon E. Beetem, which is Division One (I). This hearing date may change without further notice to you. Consult the Settlement Website at www.SprayPaintSettlement.com for updated information on the hearing date and time.

Important Dates

October 16, 2017 by 11:59 p.m. Central Time	Claim Form Deadline
August 28, 2017	Objection Deadline
August 28, 2017	Exclusion Deadline
September 12, 2017, at 9:00 a.m.	Fairness Hearing

Table of Contents

How Do I Know If I Am Affected By The Settlement?	4
What Is The Action About?.....	4
What Does Plaintiff Seek To Recover In The Lawsuit?.....	4
Why Is This Case Being Settled?.....	4
What Is The Settlement?.....	5
What Can I Get In The Settlement?.....	5
How Do I Make A Claim?.....	5
What Do Plaintiff And His Lawyers Get?.....	6
What Claims Are Released By The Settlement?	6
How Do I Exclude Myself From The Settlement?	8
How Do I Object To The Settlement?.....	8
When Will The Court Decide If The Settlement Is Approved?.....	9
How Do I Get More Information?.....	9

How Do I Know If I Am Affected By The Settlement?

This case involves Rust-Oleum 2X spray paint Products purchased in the United States between December 12, 2011 and May 30, 2017 that were labeled that they provide twice the coverage of competing brands.

For purposes of Settlement only, the Court has conditionally certified a Settlement Class. The Settlement is limited to Rust-Oleum 2X spray paint Products, including: Rust-Oleum Painter's Touch Ultra Cover 2X spray paint, Rust-Oleum Painter's Touch 2X Ultra Cover spray paint, Rust-Oleum PaintPlus Ultra Cover 2X spray paint, Rust-Oleum American Accents Ultra Cover 2X spray paint, and Rust-Oleum American Accents 2X Ultra Cover spray paint. Subject to certain exclusions, the Settlement Class includes all natural Persons who, between December 12, 2011 and May 30, 2017, purchased, in the United States, any Products for personal use, not resale.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this Action will continue.

What Is The Action About?

An Action was brought against Rust-Oleum. The Action claims that Rust-Oleum improperly marketed its 2X spray paint Products as providing twice the coverage of competing brands. Plaintiff brought various claims challenging the alleged misrepresentations on behalf of himself and other consumers who bought the 2X spray paint Products.

Rust-Oleum denies that there is any factual or legal basis for Plaintiff's allegations or the claims in the Action. Rust-Oleum contends that its 2X spray paint Product Labeling is accurate, denies making any misrepresentations and, therefore, denies any liability. It also denies that Plaintiff or any other members of the Settlement Class have suffered injury or are entitled to monetary or other relief. Rust-Oleum also denies that this case can be certified as a class action, except for purposes of Settlement.

The Court has not determined whether Plaintiff or Defendant is correct.

What Does Plaintiff Seek To Recover In The Lawsuit?

While Defendant denies that there is any legal entitlement to a refund or any other monetary relief, Plaintiff's complaint contends that by marketing the 2X spray paint Products as providing twice the coverage of competing brands, Defendant caused people to purchase the 2X spray paint Products who would not otherwise have done so. The complaint seeks to recover, on behalf of a class of all purchasers (other than re-sellers, retailers, or distributors), damages that are attributable to the alleged misrepresentations.

Why Is This Case Being Settled?

This Action was filed in December 2016. Since the filing of the litigation, Class Counsel representing the Plaintiff has determined that there are significant risks of continuing the litigation. In particular, there may be substantial difficulties establishing that: (1) Defendant's marketing and

advertising of the 2X spray paint Products were false or likely to deceive or confuse reasonable Persons; (2) the marketing representations were material to reasonable consumers; and/or (3) damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales would have differed had the marketing and labeling been different.

The Parties have engaged in settlement discussions and, after taking into account the risks and costs of further litigation, Plaintiff and Class Counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

What Is The Settlement?

During the pendency of the Action and, in part as a result of it, Rust-Oleum made changes to the Labeling of its 2X spray paint Products. Rust-Oleum has agreed not to make certain marketing claims that are the subject of the Action.

In addition, as part of the Settlement, Rust-Oleum will provide a Benefit to Settlement Class Members and payments to Class Counsel and the Class Representatives, as described in the next sections.

What Can I Get In The Settlement?

Settlement Class Members may elect either Tier 1, Tier 2, or Tier 3 Benefit for Products purchased between December 12, 2011 and May 30, 2017, regardless of the price you paid, subject to further adjustments or reductions:

- a. Tier 1. Settlement Class Members who elect to fill out the Claim Form section for Tier 1 and who do not have valid Proof of Purchase may recover up to a maximum of \$1.00 per Unit for up to a maximum of three Units (\$3.00 per Household); or
- b. Tier 2. Settlement Class Members who elect fill out the Claim Form for Tier 2 who are willing to provide additional information and who do not have valid Proof of Purchase may recover \$1.50 per Unit up to a maximum of four Units (\$6.00 per Household); or
- c. Tier 3. Settlement Class Members who fill out the Claim Form and who provide valid Proof of Purchase may recover the amount for which a valid Proof of Purchase has been provided up to a maximum of \$20.00 per Household.
- d. Notwithstanding anything to the contrary, the Settlement Administrator may make further adjustments to the Benefit based upon responses on the Claim Form.

How Do I Make A Claim?

To make a Claim, you must fill out the Claim Form available on the Settlement Website, www.SprayPaintSettlement.com. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: Spray Paint Settlement, Heffler Claims Group, P.O. Box 58788,

Philadelphia, PA 19102-8788. Claim Forms submitted via mail must be *postmarked* by October 16, 2017. Claim Forms filed online must be submitted by 11:59 p.m. Central Time on October 16, 2017. Benefit payments will be made if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months, or even years in the event there is an appeal.

A Final Approval Hearing is scheduled for September 12, 2017, at 9:00 a.m. If the Court approves the Settlement and there are no appeals, the cash will be distributed approximately 60 days after the Claims Period is completed and Settlement is no longer subject to appeal or review. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Benefit payments will be made.

What Do Plaintiff And His Lawyers Get?

To date, Class Counsel has not been compensated for any of its work on this case. Class Counsel may apply to the Court to award it \$1,740,000 from Rust-Oleum to pay Attorneys' Fees and Expenses.

In addition, the Class Representatives in this case may apply to the Court for a Class Representative Service Award up to \$5,000 each, with a maximum of \$10,000 in the aggregate. This payment is designed to compensate the Class Representatives for the time, effort, and risks they undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class Members.

Plaintiff and Class Counsel will file a motion with the Court on or before September 6, 2017 in support of their Applications for Attorneys' Fees and Expenses and payment to the Class Representatives. A copy of that motion will be available on the Settlement Website. The Court will determine the amount of the Fee and Expense Award and the Class Representative Service Award.

What Claims Are Released By The Settlement?

If you are a Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgment of the Court and to the Releases of the claims in a stipulation of Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the cash Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Rust-Oleum and/or any of the Released Parties that involves the same legal claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the class.

Staying in the class also means that you agree to the following Releases of claims, which describe exactly the legal claims that you give up:

1. Upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, and except as to such rights or claims created by the Settlement, Class Representatives and each Settlement Class Member, on their own behalf and on behalf of any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, legal

representative, agent, insurer, administrator, devisee, predecessor, successor, assignee, equity interest holders or representatives of any kind, shareholder, partner, director, employee or affiliate, and their heirs, executors, administrators, and assigns shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

2. In connection with the Released Claims, the release specifically extends to claims that Class Representatives and Settlement Class Members do not know or expect to exist in their favor as of May 30, 2017 and each Class Representative and Settlement Class Member shall be deemed to have forever waived any and all provisions, rights, and Benefits conferred by § 1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

3. The final judgment shall further provide for and effect the release of all known actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, contingent or absolute, that Rust-Oleum now has against Plaintiff, Class Representatives, or Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or Settlement of the Action, except with respect to any breach of the terms of the Agreement by any of Plaintiff, Class Representatives, or Class Counsel.
4. "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, asserted or unasserted, claims, demands, liabilities, rights, debts, obligations, liens, contracts, agreements, judgments, actions, suits, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, penalties, fees, attorneys' fees, and/or obligations of any nature whatsoever (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, existing now or arising in the future, whether direct, individual, representative, or class, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, relating in any way to any conduct prior to the date of the Settlement and that: a) is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause, or event; b) involves legal claims that have been asserted in the Action or could have been asserted in the Action; or c) involves legal claims about the Products or the advertising, marketing, promotion, labeling, purchase, sale, distribution, design, testing, manufacture, application, use, performance, warranting, packaging, or Labeling of the Products during the Class Period. The Parties acknowledge and agree that personal injury claims are not part of any of the facts alleged by Class Representatives in this Action and that personal injury claims are not included within the Released Claims. Nothing herein is intended to release any claims that any governmental agency or governmental actor has against the Defendant.
5. "Released Parties" means Rust-Oleum and its direct and indirect parent companies,

predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, past and present affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all current and former officers, directors, managers, members, partners, owners, employees, shareholders, consultants, attorneys, legal representatives, insurers, agents, assigns, or other equity interest holders of any of the foregoing, and their heirs, executors, administrators, and assigns. For the avoidance of doubt, Released Parties shall include all retailers, distributors, sellers and resellers of Products.

How Do I Exclude Myself From The Settlement?

You can Opt-Out from the Settlement Class and Action if you wish to retain the right to sue Rust-Oleum separately for the Released Claims resolved by the Settlement. If you Opt-Out, you cannot file a Claim or file an Objection to the Settlement.

To Opt-Out, you must mail your request to Opt-Out from the Settlement to the Settlement Administrator at Spray Paint Settlement, Heffler Claims Group, P.O. Box 58788, Philadelphia, PA 19102-8788. The Opt-Out request must contain your name, address, the words “I wish to be excluded from the *White v. Rust-Oleum* Class Action,” and your signature. Opt-Out requests must be submitted via mail, *postmarked by August 28, 2017*.

How Do I Object To The Settlement?

You can ask the Court to deny approval of the Settlement by timely submitting an Objection. You cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies approval to the entire Settlement, no Settlement payments will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to the Class Representatives and Class Counsel. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Class Representatives and Class Counsel will be retained by Rust-Oleum.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must first submit that Objection in writing, by the Objection Deadline set forth above.

Any Objection must include the case name and number *White v. Rust-Oleum Corp.*, Case No. 16AC-CC00533 (Cole Circuit Court, MO.); your name, address, and telephone number; the name and address of the lawyer(s), if any, who are representing you in making the Objection or who may be entitled to compensation in connection with your Objection; documents or testimony sufficient to establish that you are a member of the Settlement Class; a detailed statement of your Objection(s), including the grounds for those Objection(s); a statement as to whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing; the identity of all counsel (if any) who will appear on your behalf at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of your Objection; copies of any papers, briefs, or other documents upon which your objection is based; a detailed

list of any other Objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the Objection. Failure to include this information and documentation may be grounds for overruling and rejecting your Objection.

All the information listed above must be delivered to the Clerk of the Court by mail, express mail, or personal delivery such that the objection is *received by* the Clerk of the Court (not just postmarked or sent) on or before August 28, 2017. Additionally, a copy of the Objection must also be provided to the Settlement Administrator, Class Counsel, and Defendant's counsel.

If you object to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still submit a timely Claim according to the instructions described above.

By filing an Objection, you are consenting to the jurisdiction of the Court, and to produce documents and provide testimony prior to the Final Approval Hearing. You **must** also send a copy of your objection to both Class Counsel and Rust-Oleum's counsel at:

Counsel for Class:

David Steelman
Steelman, Gaunt & Horsefield
901 Pine Street, Suite 110
Rolla, MO 65401

Counsel for Defendant:

Charles W. Hatfield
Stinson Leonard Street LLP
230 W. McCarty Street
Jefferson City, MO 65101

And

Ina Scher
Daniel A. Dingerson
Davis & Gilbert LLP
1740 Broadway
New York, NY 10019

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on September 12, 2017, at 9:00 a.m. to consider whether to approve the Settlement. The hearing will be held in the Circuit Court of Cole County, Missouri, 301 E High Street, Jefferson City, MO 65101 in the courtroom of the Honorable Jon E. Beetem, Division One (1). The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.SprayPaintSettlement.com for updated information on the hearing date and time.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website.

You can also obtain additional information by contacting Class Counsel at STEELMAN, GAUNT & HORSEFIELD, 901 Pine Street, Suite 110, Rolla, MO 65401 or KAMBERLAW, LLC, 142 W. 57th St., 11th floor, New York, NY 10019.