

AMENDED NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL BLIND OR VISUALLY DISABLED INDIVIDUALS WHO USE SCREEN READER AUXILIARY AIDS AND WHO HAVE ACCESSED, ATTEMPTED TO ACCESS, OR BEEN DETERRED FROM ATTEMPTING TO ACCESS, OR WHO WILL ACCESS, ATTEMPT TO ACCESS, OR BE DETERRED FROM ACCESSING POLY-WOOD, LLC'S ONLINE STORE.

THE SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR RIGHTS. READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY.

This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *Giannaros v. Poly-Wood, LLC*, Case No. 1:21-cv-10351 (D. Mass.). The lawsuit alleges that Poly-Wood, LLC ("Poly-Wood"), violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.* ("ADA"), by failing to take the necessary steps to ensure its online stores, located at <https://www.polywood.com/>, <https://www.ivyterracefurniture.com/>, and <https://www.trexfurniture.com/> ("Websites"), do not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content ("Screen Reader Users"). Poly-Wood denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law. The settlement, which must be approved by the Court, would resolve the lawsuit.

I. SUMMARY OF THE PROPOSED SETTLEMENT

Under the settlement, Poly-Wood agrees to take additional steps to make its Websites and any new website or mobile application it develops or acquires (collectively "Digital Properties") accessible to Screen Reader Users. Poly-Wood will ensure the Digital Properties meet the success criteria of the Web Content Accessibility Guidelines 2.1 ("WCAG 2.1").

Poly-Wood will also incorporate detailed steps into its accessibility policies and practices to ensure its Digital Properties become and remain accessible to Screen Reader Users.

1. Poly-Wood shall request that all vendors of Third-Party Content with whom it does business provide content that is accessible.
2. Poly-Wood shall designate an employee or a group of employees as the Accessibility Coordination Team for the Digital Properties.
3. Poly-Wood shall appoint or retain an Accessibility Consultant knowledgeable about digital accessibility, the ADA, and Accessibility. The

Accessibility Consultant's duties shall include: (a) assisting Poly-Wood to conduct an Accessibility Audit of the Websites; (b) advising Poly-Wood on how to make the Websites Accessible; (c) verifying that the Websites are Accessible by the end of the Agreement Term; (d) verifying that any New Websites and Mobile Apps, and any Subsequently Acquired Websites and Mobile Apps, are Accessible; and (e) verifying compliance with the Settlement Agreement.

4. Poly-Wood shall complete an Accessibility Audit in a professional manner and shall be benchmarked by appropriate processes, including automated and end-user testing, consistent with the Accessibility Consultant's recommendations.
5. Poly-Wood shall develop and implement an Accessibility Strategy designed to ensure the Digital Properties are or will be Accessible within the Agreement Term. As part of the Accessibility Strategy, Poly-Wood shall ensure that a process is in place going forward to remediate any bugs that create Accessibility barriers to the Digital Properties with the same level of priority (e.g., speed, resources used to remediate) as any other equivalent loss of function for individuals without disabilities.
6. Poly-Wood shall develop and post an Accessibility Statement on the Websites. The Accessibility Statement shall be posted on New Websites and Mobile Apps and on any Subsequently Acquired Websites and Mobile Apps. The Accessibility Statement shall at minimum, (a) state that Poly-Wood is making efforts to maintain and increase access to the goods, services, facilities, privileges, advantages, and accommodations provided by and through the Websites, and that may be provided by and through any New Websites and Mobile Apps or Subsequently Acquired Websites and Mobile Apps; (b) solicit feedback from visitors to Poly-Wood's Digital Properties on how the accessibility of these properties can be improved; and (c) include an Accessible means of submitting accessibility questions and problems, including a toll-free telephone number, and an email address to provide feedback about the Accessibility Statement and the Digital Properties.
7. Poly-Wood shall provide a link to the Accessibility Statement (i) at the top of each homepage of the Digital Properties; (ii) via hidden text (only viewable by screen reader software) located at the top of each homepage throughout the Digital Properties; or (iii) through a substantially equivalent method of conveying the Accessibility Statement at the beginning of a

screen reader user's experience on the Digital Properties, such as by using index values placed on aria labels so that screen readers perceive the link to the Accessibility Statement as if it were located at the top of each homepage throughout the Digital Properties. This link shall include alternative text which reads, "Click to view our Accessibility Statement or contact us with accessibility-related questions."

8. Poly-Wood shall use reasonable efforts to train all employees responsible for website and mobile application design, development, and maintenance to ensure future design, development, and maintenance of the Digital Properties to ensure the Digital Properties are and remain Accessible.
9. Poly-Wood shall provide refresher accessibility training on an annual basis.
10. Poly-Wood shall provide support during regular business hours to help Blind or Visually Disabled individuals resolve accessibility issues encountered while using the Digital Properties. Poly-Wood shall train those designated to provide such support to review, handle, or escalate accessibility related questions and comments generated by the toll-free telephone number, and email address published in the Accessibility Statement of the Websites.
11. Should any complaint or issue that concerns or relates to compliance with the terms of the settlement be made through the accessibility support personnel, said complaint or issue shall be forwarded to Poly-Wood's Accessibility Coordination Team. The Accessibility Coordination Team shall (1) forward the complaint or issue to the Accessibility Consultant so that the complaint or issue can be investigated and resolved, if necessary, in accordance with the settlement, and (2) ensure that the Blind or Visually Disabled individual is provided appropriate customer support based on the nature of the issue or concern raised.
12. During the Agreement Term of the Settlement, Poly-Wood, or a consultant retained on its behalf, shall perform an automated accessibility audit semi-annually (twice per year) to evaluate whether the Digital Properties are Accessible.
13. During the Agreement Term, the Accessibility Consultant shall perform annual accessibility/usability testing, with said testing to be performed by Blind or Visually Disabled individuals, or who have training and experience in the manner in which Blind or Visually Disabled individuals use a screen reader to navigate, browse, and conduct business online, to evaluate whether the Digital Properties are Accessible.

Additionally, Poly-Wood will forward copies of the following information to Class Counsel, who shall be responsible for monitoring Poly-Wood's compliance with the settlement as well: Annual Report, Letter of Reasonable Accessibility, Third-Party Content that Poly-Wood cannot confirm is Accessible, Confirmation that Poly-Wood has designated the Accessibility Coordination Team, Confirmation that Poly-Wood has appointed or retained an Accessibility Consultant, The Accessibility Consultant's Status Report, Changes to the Accessibility Consultant, Accessibility Audit, Accessibility Strategy, Accessibility Statement, Status of Accessibility Statement, Accessibility Training Material, the results of Poly-Wood's semi-annual accessibility audit, and Annual end-user accessibility testing results.

The settlement also provides that the named individual plaintiff who served as class representative will receive a \$1,000.00 incentive award, subject to court approval, in return for a release of his individual claims.

Finally, East End Trial Group LLC ("Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to \$49,000.00 for their work on the case and for their future work monitoring compliance with the settlement and enforcing the settlement. Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs is available at www.polywoodADAsettlement.com.

II. WHO IS IN THE CLASS?

All blind or visually disabled individuals who use screen reader auxiliary aids to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from accessing the digital properties located at <https://www.polywood.com/>, <https://www.ivyterracefurniture.com/>, and <https://www.trexfurniture.com/> from the United States.

III. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

All class members will be bound by the terms of the settlement relating to access to the Websites for blind or visually disabled persons who use screen reader auxiliary aids to access digital content, if the settlement agreement is approved by the Court. If the settlement is approved, all class members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Poly-Wood against blind or visually disabled persons who use screen reader auxiliary aids to access digital content that arose before the Settlement Agreement becomes

effective and for any conduct concerning the accessibility of the Digital Properties during the term of the Settlement Agreement, which is three years from the effective date of the Settlement Agreement. Class members, other than the named plaintiff in the lawsuit, are not releasing any claims for monetary damages.

IV. OBJECTING TO THE SETTLEMENT

You can ask the Court to deny approval of this settlement by filing an objection with the Court. You cannot ask the Court to order a different settlement; the Court can only approve or deny this proposed settlement. If the Court denies approval, any settlement changes necessary for approval may not be made, and the lawsuit may continue. If this is what you want to happen, you must object.

If you wish to object to the proposed settlement you must object to the proposed settlement in writing. You may also appear at the fairness hearing for final approval of the settlement, either in person or through your own attorney. But if you wish to appear and present your objection orally at the fairness hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the fairness hearing scheduled on October 27, 2022 at 2:00. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, *Giannaros v. Poly-Wood, Inc.*, Case No. 1:21-cv-10351 (D. Mass.), (b) be submitted to the Court either by mailing them to the Clerk of the Court for the District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts, 02210, or by filing them in person at any location of the United States District Court for the District of Massachusetts, and (c) be received on or before October 9, 2022.

V. FURTHER INFORMATION

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.polywoodADAsettlement.com, contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts, 02210, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact Class Counsel using the information below.

VI. CONTACT INFORMATION

Please do not contact the Court, the Court clerk's office, or Defense Counsel with questions about this settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

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