

If you were a U.S. homeowner who, between December 1, 2016, and the present, purchased or installed TEC Power Grout manufactured on or before December 2, 2024, you may be eligible to receive benefits from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

- A \$75 million settlement has been reached in a class action lawsuit against H.B. Fuller Company and H.B. Fuller Construction Products Inc. (together, “Defendants”). The lawsuit is known as *Lisa Rouse, et al. v. HB Fuller Company, et al.*, Case No. 0:22-cv-02173, and is pending in the U.S. District Court for the District of Minnesota. Plaintiffs assert Defendants manufactured and sold TEC Power Grout (“Power Grout”) and falsely represented product features online, in stores, in advertisements, and on product labeling while charging a premium for the product. Plaintiffs also contend that Power Grout is inherently defective because, among other things, it does not harden properly and becomes soft when wet. Plaintiffs assert various legal claims related to Power Grout including breach of express warranty, breach of implied warranty, negligence, negligent misrepresentation, fraud, and violations of various consumer protection statutes. Defendants dispute these assertions and deny any wrongdoing.
- You are a Settlement Class Member if either of the following two Settlement Subclasses apply to you:
- **Settlement Subclass One:** All homeowners in the United States who had Power Grout that was manufactured on or before December 2, 2024 and installed between December 1, 2016 and June 10, 2026, on residential property they own, or owned, and who replaced the Power Grout or paid to repair damage to their property they contend was caused by such Power Grout, and are seeking recovery of these repair costs.
- **Settlement Subclass Two:** All homeowners in the United States who own a home in which Power Grout that was manufactured on or before December 2, 2024 was installed between December 1, 2016 and the present, or who purchased Power Grout that was manufactured on or before December 2, 2024 between December 1, 2016 and the present.
- Settlement Class Members may submit a Claim Form, with documentation, for one of the following cash payments:
 1. **Subclass One Remedy (Repairs Already Completed)** – If you are a member of Subclass One, you may file a Claim Form for 39% of your repair costs up to \$75,000 per Settlement Class Member; **OR**
 2. **Subclass Two Remedy A (Damage Exists, Repairs Not Yet Completed)** – If you are a member of Subclass Two, you may file a Claim Form for 39% of your repair costs up to \$75,000 per Settlement Class Member; **OR**
 3. **Subclass Two Remedy B (Purchase Only)** – If you are a member of Subclass Two, you may file a Claim Form for reimbursement of the cost of Power Grout you purchased. The first two bags will be reimbursed at 100% of the purchase cost. For any additional bags claimed, you will receive reimbursement for 75% of the cost of what you paid up to \$250.

Your cash payment may be subject to a *pro rata* (a legal term meaning equal share) depending upon the total value of all valid Claim Forms submitted.

- A list of all Power Grout products included in the lawsuit is available at www.PowerGroutSettlement.com.

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

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a cash payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: April 29, 2027
Exclude Yourself	Get no cash payment. Keep your right to file a lawsuit against the Defendants' Released Parties for the Released Claims involved in this Settlement.	Postmarked by: October 13, 2026
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: October 13, 2026
Do Nothing	Get no cash payment. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must still decide whether to approve the Settlement, the Attorneys' Fees Award, and Class Representative Service Award. No cash payments will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement for this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

The Honorable Jeffrey M. Bryan of the United States District Court for the District of Minnesota is overseeing this class action. The lawsuit is known as *Lisa Rouse, et al. v. HB Fuller Company, et al.*, Case No. 0:22-cv-02173. The people who filed this lawsuit are called Plaintiffs, and the companies they sued, H.B. Fuller Company and H.B. Fuller Construction Products Inc., are the Defendants.

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendants on behalf of Settlement Class Members, alleging Defendants manufactured and sold Power Grout and falsely represented product features online, in stores, in advertisements, and on product labeling while charging a premium for the product. Plaintiffs also contend that Power Grout is inherently defective because, among other things, it does not harden properly and becomes soft when wet. Plaintiffs assert various legal claims related to Power Grout including breach of express warranty, breach of implied warranty, negligence, negligent misrepresentation, fraud, and violations of various consumer protection statutes.

Defendants deny these allegations and deny any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendants or that any law has been violated. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar legal claims. Together, the people are a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the Settlement Classes.

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives and their lawyers believe the Settlement is best for Settlement Class Members because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if either of the following two Settlement Subclasses apply to you. You may only participate under one of the Settlement Subclasses.

Settlement Subclass One: All homeowners in the United States who had Power Grout that was manufactured on or before December 2, 2024 and installed between December 1, 2016 and June 10, 2026, on residential property they own, or owned, and who replaced the Power Grout or paid to repair damage to their property they contend was caused by such Power Grout, and are seeking recovery of these repair costs; and

Settlement Subclass Two: All homeowners in the United States who own a home in which Power Grout that was manufactured on or before December 2, 2024 was installed between December 1, 2016 and the present, or who purchased Power Grout that was manufactured on or before December 2, 2024 between December 1, 2016 and the present.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Classes are:

1. Anyone who previously made a warranty claim and received a payment from Defendants at, or in excess of, the amount recoverable under the terms of the Settlement, unless (1) the prior payment was made to apply the TEC Acrylic Grout Hardener; or (2) their warranty claim was for a different or new installation of Power Grout that was not the subject of a prior payment;
2. Defendants and their current and former employees, agents, officers, directors, legal representatives, successors, subsidiaries, parent entities, predecessors, and the immediate family members of any such persons;
3. Distributors of Power Grout;
4. Class Counsel and its employees and the immediate family members of any such persons; and
5. The judicial officers involved in this lawsuit and the associated Court staff and the immediate family members of any such persons.

7. What products are included in the Settlement?

Power Grout includes all versions and formulations of TEC Power Grout, the grout product sold by Defendants.

A list of the Power Grout products included in this lawsuit is available at www.PowerGroutSettlement.com.

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

8. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.PowerGroutSettlement.com or call toll-free at 1-877-207-8762.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What does the Settlement provide?

As a result of the Settlement, Defendants have agreed to pay \$75 million into a Qualified Settlement Fund.

The following items will be deducted from the Qualified Settlement Fund: Attorneys' Fee Award and Class Representative Service Award as approved by the Court and class administration fees.

After these payments have been made, the remaining "Net Settlement Fund" will be used to make cash payments to Settlement Class Members who have filed a timely and valid Claim Form.

10. What can I get from the Settlement?

If you are a Settlement Class Member, you may file a Claim Form, with the required documentation, to receive a cash payment, for one of the following Settlement benefits.

Subclass One Remedy (Repairs Already Completed) – If you are a member of Subclass One, you may file a Claim Form for 39% of your repair costs up to \$75,000 per Settlement Class Member.

Subclass Two Remedy A (Damage Exists, Repairs Not Yet Completed) – If you are a member of Subclass Two, you may file a Claim Form for 39% of your repair costs up to \$75,000 per Settlement Class Member.

Subclass Two Remedy B (Purchase Only) – If you are a member of Subclass Two, you may file a Claim Form for reimbursement of the cost of Power Grout you purchased. The first two bags will be reimbursed at 100% of the purchase cost. For any additional bags claimed, you will receive reimbursement for 75% of the cost of what you paid up to \$250.

If you provide proof of purchase, you will be reimbursed for the cost that you paid for the Power Grout. If you do not provide proof of purchase, you will be reimbursed using the prices below:

\$20 for each 7 lb. bag
\$25 for each 10 lb. bag
\$60 for each 25 lb. bag

If you cannot provide proof of the size of Power Grout bag purchased, you will receive reimbursement for the 7 lb. bag.

Your cash payment may be subject to a *pro rata* (a legal term meaning equal share) depending upon the total value of all valid Claim Forms submitted.

11. Do I need to provide documentation to receive a cash payment?

Yes. To receive a cash payment, you must file a Claim Form, with the required documentation for Subclass One Remedy, Subclass Two Remedy A, or Subclass Two Remedy B as detailed on the Claim Form.

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

12. What am I giving up to receive a cash payment or stay in the Settlement Classes?

Unless you exclude yourself (opt-out), you will remain in the Settlement Classes. If the Settlement is approved and becomes final, all the Court's orders and judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendants' Released Parties as to the legal claims in this lawsuit that are released by the Settlement. The rights you are giving up are called "Released Claims." If you remain a Settlement Class Member you may file a timely and valid Claim Form for a cash payment.

13. What are the Released Claims?

Section 10 (titled "Mutual Releases") of the Settlement Agreement describes the Release, Defendants' Released Parties, and Released Claims in necessary legal terminology. Please read this section carefully.

The Settlement Agreement is available at www.PowerGroutSettlement.com. For questions regarding the Release, Released Claims, or Defendants' Released Parties, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

14. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a cash payment as described above. Your Claim Form must be **submitted** online at www.PowerGroutSettlement.com by **April 29, 2027**, or mailed to the Class Administrator at the address on the Claim Form **postmarked** by **April 29, 2027**. Claim Forms are also available on the website, calling 1-877-207-8762 or by writing to:

Rouse v. HB Fuller
Class Administrator
PO Box 3809
Portland, OR 97208-3809

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

15. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Class Administrator of your updated information. You may notify the Class Administrator of any changes at:

Rouse v. HB Fuller
Class Administrator
PO Box 3809
Portland, OR 97208-3809

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

16. When will I receive my cash payment?

If you file a timely and valid Claim Form, a cash payment will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.PowerGroutSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Vorys, Sater, Seymour and Pease, LLP and Lockridge Grindal Nauen P.L.L.P. as Class Counsel to represent you and the Settlement Classes for the purposes of this Settlement. You will not be charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and reimbursement of costs. Class Counsel will be requesting a fee of 35% of the \$75,000,000 Qualified Settlement Fund plus fees and expenses. Class Counsel will also ask the Court to approve a Class Representative Service Award for the Class Representatives of \$20,000 per household for participating in this lawsuit and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and reimbursement of costs and the Class Representative Service Award will be paid from the Qualified Settlement Fund. The Court may award less than these amounts.

Class Counsel's motion for Attorneys' Fees Award, and Class Representative Service Award will be made available on the settlement website at www.PowerGroutSettlement.com before the deadline for you to object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from this Settlement, but you instead want to keep the right to sue or continue to sue the Defendants' Released Parties on your own about the legal issues in this lawsuit, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

1. Your full name, current mailing address, and email address (if any);
2. Your signature; and
3. A clear statement that you want to be excluded from the Settlement Classes, such as “I hereby request to be excluded from the Settlement Classes in *Lisa Rouse, et al. v. HB Fuller Company, et al.* Case No. 0:22-cv-02173-JMB-JFD.”

The exclusion request must be mailed to the Class Administrator at the following address **postmarked by October 13, 2026**:

Rouse v. HB Fuller
Class Administrator
PO Box 3809
Portland, OR 97208-3809

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

20. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself, you will not receive a cash payment from this Settlement and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

21. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants’ Released Parties as to the legal claims that are released by the Settlement. You must exclude yourself from this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants’ Released Parties as to the Released Claims in this lawsuit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

22. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement, Attorneys’ Fees Award, and/or Class Representative Service Award.

To object, you must file your written objection with the Court as provided below by **October 13, 2026**, stating you object to the Settlement in *Lisa Rouse, et al. v. HB Fuller Company, et al.*, Case No. 0:22-cv-02173-JMB-JFD.

To file an objection, you cannot exclude yourself from the Settlement Classes. Your objection must include all of the following information:

1. The name of the proceedings;
2. Your full name, mailing address, email address, and telephone number;
3. A statement specifying the grounds for your belief that you are a Settlement Class Member;
4. All grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
5. Identify whether your objection is to the Settlement in part or in whole;

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6. Whether the objection applies only to you, to a specific subset of the Settlement Classes, or to one or both of the Settlement Classes;
7. A statement identifying the number of class action settlements objected to by you in the last five years or an affirmative statement that you have objected to no such settlements in the last five years;
8. The identify of any lawyers representing you (if any);
9. A statement regarding whether you (or your lawyer) intend to appear at the Final Fairness Hearing, and, if so, a detailed description of any evidence you may offer at the Fairness Hearing and copies of any exhibits you may introduce at the Fairness Hearing; and
10. Your signature as the objector (a lawyer's signature alone is not sufficient).

To object, you must file your timely written objection with the Court by **October 13, 2026**, at the following address:

COURT
Clerk U.S. District Court District of Minnesota 316 North Robert Street Suite 100 St. Paul, MN 55101

At the time you file a written objection, you must also mail or email a copy of your objection to Class Counsel, Defendants' Counsel, and the Class Administrator.

CLASS COUNSEL	DEFENDANTS' COUNSEL	CLASS ADMINISTRATOR
David F. Hine Vorys, Sater, Seymour and Pease LLP 301 East Fourth Street Suite 3500 Cincinnati, Ohio 45202 dfhine@vorys.com	Todd A. Noteboom Stinson LLP 50 South Sixth Street Suite 2600 Minneapolis, MN 55402 todd.noteboom@stinson.com	<i>Rouse v. HB Fuller</i> Class Administrator PO Box 3809 Portland, OR 97208-3809

Any Settlement Class Member who fails to comply with the above requirements for objecting will give up their right to appear at the Fairness Hearing to object.

23. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Classes. Requesting exclusion (opting-out) is telling the Court you do not want to be part of the Settlement Classes. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

THE FAIRNESS HEARING

24. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **October 21, 2026, at 10:00 a.m. CT** before the Honorable Jeffrey M. Bryan, United States District Judge for the United States District Court for the District of

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762

Minnesota, St. Paul Courthouse, Courtroom 3B, 316 North Robert Street, St. Paul, Minnesota 55101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to approve the Settlement, the Attorneys' Fees Award, and the Class Representatives Service Award.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Fairness Hearing are subject to change without further notice to the Settlement Classes. The Court may also decide to hold the hearing via video conference or by telephone. You should check the settlement website www.PowerGroutSettlement.com to confirm the date and time of the Fairness Hearing have not changed.

25. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Fairness Hearing to speak about it. As long as you file your written objection on time, the Court will consider it.

26. May I speak at the Fairness Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a cash payment. You will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants' Released Parties as to the legal claims that are released by the Settlement.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.PowerGroutSettlement.com. You may get additional information at www.PowerGroutSettlement.com, by calling toll-free 1-877-207-8762, or by writing to:

Rouse v. HB Fuller
Class Administrator
PO Box 3809
Portland, OR 97208-3809

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT
CLERK'S OFFICE REGARDING THIS NOTICE.**

Questions? Go to www.PowerGroutSettlement.com or call 1-877-207-8762