

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**IF YOU PURCHASED MENARD-BRANDED BONDED ABRASIVE WHEELS BETWEEN
JUNE 10, 2018, AND APRIL 22, 2026, A CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS.¹**

A court authorized this notice. You are not being sued.

This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class-action lawsuit (“Action”) called *Glenn Shoemaker on behalf of himself and all others similarly situated v. Menard Inc., Disston Company and Gino Development*, Case No. 2416-cv-06275, pending in the Circuit Court of Jackson County, Missouri at Independence, which claims that Menard Inc., Disston Company, and Gino Development (“Defendants”) failed to provide adequate disclosures regarding the date contained on Menard-branded PERFORMAX or MASTERFORCE bonded abrasive wheels set forth in Exhibit A to the settlement Agreement (the “Covered Products”).
- The Defendants disagree with the allegations and deny all liability. Nevertheless, to avoid the cost, disruption, and distraction of further litigation, all parties have agreed to settle the matter.
- You are included in the settlement if you purchased at least one or more Covered Products between June 10, 2018, and April 22, 2026.
- The Defendants have agreed to the following:

Determination Of Benefits. Prior to the Final Approval Hearing, the Settlement Administrator shall determine each Participating Claimant’s Benefit Amount in accordance with the following:

(i) Tier 1 –Without Proof of Purchase. Defendants shall make \$275,000 in new PERFORMAX or MASTERFORCE bonded abrasive wheels, retail value, inclusive of Defendants’ costs of shipping and handling, available for purposes of distribution to Participating Claimants directly from Defendants, “Replacement Wheel(s).” Replacement Wheel(s) will be of similar specification to the Covered Products and will be PERFORMAX or MASTERFORCE branded at Defendants’ discretion. Participating Claimants who do not submit Proof of Purchase shall receive at least one (1) new replacement wheel. For the purposes of allocation, the value of each Replacement Wheel shall be the currently estimated maximum retail value of approximately \$3.00. The maximum number of Replacement Wheels available is thus 91,666. Each Participating Claimant who elects to participate in the Replacement Wheel portion of the settlement shall receive one (1) Replacement Wheel per unit purchased up to five (5) Replacement Wheels (regardless of how many persons live in the household and regardless of whether there were more than five units of Covered Products purchased in the household). If there are not enough Replacement Wheels available to provide one Replacement Wheel per unit purchased up to a maximum of five, the Administrator will reduce Claimant distributions pro rata so that each Participating Claimant will receive at least one Replacement Wheel; and

(ii) Tier 2 – With Proof of Purchase. Participating Claimants who submit Proof of Purchase for one or more Covered Products shall receive a payment equal to the total amount of such purchases up to a maximum Benefit Amount of \$50 (regardless of whether the value of the total number of purchases of Covered Products exceeded \$50). Proof of purchase can be shown by submitting an itemized receipt or credit card statement/electronic statement that sufficiently identifies the Covered Product(s) purchased and associated payment per Covered Product.

Maximum Funding Obligation The maximum funding obligation under this Agreement is \$775,000, comprised of: (1) cash payment not to exceed \$500,000 (attorney fees and expenses, administration costs, service award to Plaintiff, and maximum payment to Tier 2 claimants) and (2) Replacement Wheel value not to exceed \$275,000 (Tier 1 claimants). All payments made pursuant this Agreement, including administration expenses, attorneys’ fees and costs, and the total Claimants’ Benefit Amounts, shall be deemed and credited as a payment by Defendants

¹ Capitalized terms used in this notice have the meaning set forth in the settlement Agreement, available at www.MenardBondedAbrasiveWheelSettlement.com.

toward this maximum amount. Disston Company and Gino Development, Inc. shall be responsible for the funding obligations established in this Paragraph, to the exclusion of Menard, Inc.; and Disston Company, and Gino Development, Inc. shall each only be responsible for 50% of said funding obligations.

Expiration Dates on Covered Products. Defendants will put an expiration date (MM/YYYY, e.g. 01/2025 or MON/YYYY, e.g. JAN/2025 or MM/YY, e.g. 01/25) on the Covered Products or Covered Products’ label where feasible. The date code will be preceded either by the words “Use by” or “EXP.” If the expiration date cannot be so put on the Covered Products or Covered Products’ label, then the expiration date will be put on the Covered Products’ packaging. Defendants acknowledge that such modifications are, in part, as a result of this Action and will be applied to all new Covered Products received by Menard 180 days after the final court approval of this agreement. Defendants’ satisfaction of the obligations set forth in the provisions of Section 4 shall constitute prima facie evidence of compliance with the state of the art and with any applicable administrative, industry, regulatory or statutory standards, regarding the manufacture, sale or distribution of the Covered Products as of the Effective Date.

Website. Defendant Menard will review its website and make modifications to explain the expiration date placed on the Covered Products. The website modifications will be implemented and completed within six (6) months of the Effective Date. These modifications will remain on Defendant Menard’s website so long as Defendant Menard continues to sell the Covered Products. Defendant Menard will also provide product literature and place it on its website, which will include the following:

- Do not use after the marked ‘Use by’ or “EXP” date.
- Expiration Date for Bonded Wheels: The bond material of bonded abrasive wheels may degrade with time when exposed to adverse environmental conditions. To reduce the likelihood of injury or property damage, the bonded abrasive wheels should not be used past the ‘Use by’ or “EXP” date marked on the wheel.
- The expiration date is typically marked near the arbor hole with ‘Use by’ or “EXP” and is followed by a month and year (MM/YYYY or MON/YYYY or MM/YY). The expiration date (“Use by” or “EXP”) is the last date of the calendar month the wheel should be used.”

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	You must submit a Claim Form to receive money from this settlement. Claim Forms must be submitted by July 7, 2026 . By remaining in the class and submitting a Claim Form, you give up your rights to sue and will be bound by any final judgment.
Do Nothing	If you do nothing, you remain in the settlement, you give up your rights to sue and will be bound by any final judgment, and you will not receive any money from the settlement.
Exclude Yourself	Get out of the settlement. Get no money. Retain your right to sue. This is the only option that allows you to retain your right to sue about the claims in this Action. You will not receive any money from the settlement. Your request to exclude yourself must be postmarked by July 7, 2026 .
File an Objection	Stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be postmarked by July 7, 2026 .
Go to the Final Approval Hearing	You can attend and/or ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Questions 16-18 for more details. The Final Approval Hearing is scheduled for August 17, 2026.

WHAT THIS NOTICE CONTAINS

Basic Information..... Page 5

1. What is this case about?
2. Why is there a settlement?
3. Why is this a class action?
4. How do I know if I am included in the settlement?

The Settlement Benefits Page 5-7

5. What does this settlement provide?
6. How do I submit a Claim Form?
7. What am I giving up as part of the settlement?
8. Will the Settlement Class Representative receive compensation?

Exclude Yourself Page 7

9. How do I exclude myself from the settlement?
10. If I do not exclude myself, can I sue later?
11. What happens if I do nothing at all?

The Lawyers Representing You..... Page 7

12. Do I have a lawyer in the case?
13. How will the lawyers be paid?

Objecting to the Settlement Page 8-9

14. How do I tell the Court that I do not like the settlement?
15. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing Page 9

16. When and where will the Court decide whether to approve the settlement?
17. Do I have to come to the hearing?
18. May I speak at the hearing?

Do Nothing..... Page 9

19. What happens if I do nothing?

Get More Information Page 10

20. How do I get more information about the settlement?

BASIC INFORMATION

1. What is this case about?

The Honorable Kenneth R. Garrett III of the Circuit Court of Jackson County, Missouri, at Independence, is overseeing this class action. The case is known as *Glenn Shoemaker on behalf of himself and all others similarly situated v. Menard Inc., Disston Company and Gino Development*, Case No. 2416-CV-6275. The person who sued is called the “Plaintiff,” and the companies being sued are called the “Defendants.”

Plaintiff Glenn Shoemaker brought a lawsuit against the Defendants. The Plaintiff sought to bring his claims individually and on behalf of anyone who purchased bonded abrasive wheels sold under the Menard brands PERFORMAX or MASTERFORCE (the “Covered Products”) between June 10, 2018, and April 22, 2026.

The lawsuit alleges that the Defendants failed to provide adequate disclosures regarding the expiration date on the Covered Products. The Defendants disagree with the allegations and deny all liability.

2. Why is there a settlement?

By agreeing to settle, all parties avoid the cost, disruption, and distraction of further litigation. Plaintiff and his attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class members.

The Court has preliminarily approved the settlement and conditionally certified a class for settlement purposes only. The Court did not decide in favor of the Plaintiff or the Defendants. The Defendants disagree with the allegations and deny all liability.

Full details about the proposed settlement are found in the settlement Agreement available at www.MenardBondedAbrasiveWheelSettlement.com.

3. Why is this a class action?

In a class action, one or more people called “Settlement Class Representative(s)” sue on behalf of all people who purportedly have similar claims. All of these people together are the “Settlement Class” or “Settlement Class members.”

4. How do I know if I am included in the settlement?

You are included in this settlement as a Class Member if you purchased any of the Covered Products at retail in the United States and its territories from June 10, 2018, through April 22, 2026. If you are not sure whether you are in the Class, or have any other questions about the settlement, visit www.MenardBondedAbrasiveWheelSettlement.com, or write with questions to Shoemaker v. Menard Inc. c/o Settlement Administrator P.O. Box 25226, Santa Ana, CA 92799, or call toll free (833) 386-6586.

THE SETTLEMENT BENEFITS

5. What does this settlement provide?

The proposed settlement, if approved by the Court, will provide the following benefits:

1. Injunctive Relief and Changed Practices: Expiration Date on Covered Products. Defendants will put an expiration date (MM/YYYY, e.g. 01/2025 or MON/YYYY, e.g. JAN/2025) on the Covered Products or Covered Products’ label where feasible. The date code will be preceded either by the words “Use by” or “EXP.” If the expiration date cannot be so put on the Covered Products or Covered Products’ label, then the expiration date will be put on the Covered Products’ packaging. Defendants acknowledge that such modifications are, in part, as a result of this Action and will be applied to all new Covered Products received by Menard 180 days after the final court approval of this agreement. Defendants’ satisfaction of the obligations set forth in the provisions of Section 4 shall

constitute prima facie evidence of compliance with the state of the art and with any applicable administrative, industry, regulatory or statutory standards, regarding the manufacture, sale or distribution of the Covered Products as of the Effective Date.

Website. Defendant Menard will review its website and make modifications to explain the expiration date placed on the Covered Products. The website modifications will be implemented and completed within six (6) months of the Effective Date. These modifications will remain on Defendant Menard’s website so long as Defendant Menard continues to sell the Covered Products. Defendant Menard will also provide product literature and place it on its website, which will include the following:

Do not use after the marked ‘Use by’ or “EXP” date.

Expiration Date for Bonded Wheels: The bond material of bonded abrasive wheels may degrade with time when exposed to adverse environmental conditions. To reduce the likelihood of injury or property damage, the bonded abrasive wheels should not be used past the ‘Use by’ or “EXP” date marked on the wheel.

The expiration date is typically marked near the arbor hole with ‘Use by’ or “EXP” and is followed by a month and year (MM/YYYY or MON/YYYY or MM/YY). The expiration date (“Use by” or “EXP”) is the last date of the calendar month the wheel should be used.”

The Defendants have agreed to (1) put a date code on the Covered Products or Covered Products’ label or packaging to improve the awareness and meaning of the date code, (2) add “Don’t use past the expiration (EXP) date” (or equivalent) in its relevant tool operator manuals, and (3) review their websites and make modifications to improve the awareness and meaning of the date code on the Covered Products.

2. Monetary Benefits: The maximum funding obligation under this Agreement is \$775,000, comprised of: (1) cash payment not to exceed \$500,000 (attorney fees and expenses, administration costs, service award to Plaintiff, and maximum payment to Tier 2 claimants) and (2) Replacement Wheel value not to exceed \$275,000 (Tier 1 claimants). All payments made pursuant this Agreement, including administration expenses, attorneys’ fees and costs, and the total Claimants’ Benefit Amounts, shall be deemed and credited as a payment by Defendants toward this maximum amount. Disston Company and Gino Development, Inc. shall be responsible for the funding obligations established in this Paragraph, to the exclusion of Menard, Inc.; and Disston Company, and Gino Development, Inc. shall each only be responsible for 50% of said funding obligations.

You must file a Claim Form to get any money from the proposed settlement. The deadline to submit a Claim Form is **July 7, 2026**. Benefits under the settlement, including payment of claims, will occur only after the Court issues the Final Approval Order and after the resolution of any appeals.

6. How do I submit a Claim Form?

You must submit a Claim Form in order to be eligible to receive any money from the settlement, if it is approved. For instructions on how to submit a Claim Form, go to www.MenardBondedAbrasiveWheelSettlement.com.

Your Claim Form must be submitted no later than 11:59 p.m. Pacific Standard Time on **July 7, 2026**.

7. What am I giving up as part of the settlement?

Unless you exclude yourself, you will be included as part of the Settlement Class, if the settlement is approved. By staying in the Settlement Class, you will be eligible to receive benefits included in the settlement to which you are entitled. Any judgment is binding on the Settlement Class, even if you object to the settlement and even if you have other claims pending against the Released Parties, and you will release the Released Claims, which exclude claims for personal injuries, against the Defendants and all Released Parties.

Except as otherwise provided in the settlement Agreement, this means that you will no longer be able to sue the Defendants or any other Released Party regarding the disclosures about the date on the Covered Products if you are a Class Member and do not exclude yourself from the Class.

The settlement Agreement, including all the provisions about settled claims and releases, is available at www.MenardBondedAbrasiveWheelSettlement.com.

8. Will the Settlement Class Representative receive compensation?

Yes, Settlement Class Representative/Plaintiff Glenn Shoemaker will request a service award of up to \$10,000.00 to compensate him for his services as the class representative in bringing these claims. The Court will make the final decision as to the amount, if any, to be paid to the class representative.

EXCLUDE YOURSELF

9. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, you must send a written request for exclusion postmarked no later than **July 7, 2026**, to:

Shoemaker v. Menard Inc.
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Instructions on how to submit a request for exclusion are available at www.MenardBondedAbrasiveWheelSettlement.com or from the Settlement Administrator by calling (833) 386-6586.

If you exclude yourself, you will not be able to receive benefits from the settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

10. If I do not exclude myself, can I sue later?

No, if you do not exclude yourself from the settlement, you forever give up the right to sue the Defendants and Released Parties for the claims this settlement resolves.

11. What happens if I do nothing at all?

If you do nothing, you will be bound by the settlement if the Court approves it, which means you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against the Released Parties about the Released Claims in this case at any time. You also will not receive any benefits from the settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

Yes, the Court has ordered that The Popham Law Firm and Humphrey, Farrington, & McClain, P.C. (“Settlement Class Counsel”) will represent the interests of all Settlement Class members. Settlement Class members will not be separately charged for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and expenses of up to \$258,333.00.

A copy of Settlement Class Counsel’s Application for Attorneys’ Fees and Expenses will be posted on the settlement website, www.MenardBondedAbrasiveWheelSettlement.com, before the deadline to exclude yourself from or object to the settlement. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amounts requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court if I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed settlement (or some part of it), you can submit an Objection to the Court telling it why you think the settlement (or some part of it) should not be approved.

Your Objection must be personally signed with your handwritten signature in ink and include all the following information:

- (i) The case name: *Glenn Shoemaker on behalf of himself and all others similarly situated v. Menard Inc., Disston Company and Gino Development*, Case No. 2416-cv-06275 (Circuit Court of Jackson County, Missouri at Independence);
- (ii) Your full name, address, and telephone number;
- (iii) The name, address, and telephone number of any lawyer(s) representing you or who may be entitled to compensation in connection with the Objection(s);
- (iv) A statement that you are a Settlement Class member in the proposed settlement, including a verification under oath of Covered Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid;
- (v) A detailed statement of the Objection(s), including the grounds for the Objection(s) and any legal support for the Objection(s);
- (vi) Copies of any papers, briefs, or other documents upon which the Objection(s) is based;
- (vii) A list of any and all persons who will be called to testify in support of the Objection(s);
- (viii) A statement whether you or your counsel intend to appear at the Final Approval Hearing;
- (ix) A list and copies of any and all exhibits that you or your counsel intends to offer at the Final Approval Hearing;
- (x) The identity of any current or former lawyer who may be entitled to compensation for any reason relating to the Objection(s); and
- (xi) A list of any class action settlement objections made by you or your lawyer in any state or federal court in the last five years.

Your Objection(s) must be submitted to the Clerk of the Court by First-Class mail, postmarked no later than **July 7, 2026**, to:

Circuit Court of Jackson County, Missouri at Independence
Glenn Shoemaker v. Menard Inc., Case No. 2416-cv-06275
308 W. Kansas Avenue, Division 16
Independence, Missouri 640501

In addition, you must mail a copy of your Objection to Settlement Class Counsel, Defense Counsel, and the Settlement Administrator, postmarked no later than **July 7, 2026**.

SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Paul D. Anderson The Popham Law Firm 712 Broadway, Suite 100 Kansas City, Missouri 64105	Theodore A. Kardis Wilson Elser 7777 Bonhomme Ave., Suite 1900 St. Louis, MO 63105	Shoemaker v. Menard Inc. c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799

If you do not submit your Objection with all requirements, or you do not submit your Objection postmarked and filed by **July 7, 2026**, you will be considered to have waived any Objection and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class.

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing in the Circuit Court of Jackson County, Missouri at Independence, located at 308 W. Kansas Avenue, Independence, Missouri 64050, in the courtroom of the Honorable Kenneth R. Garrett III, on August 17, 2026 at 8:45 a.m. Any additional or different information about the hearing will be posted on the settlement website, www.MenardBondedAbrasiveWheelSettlement.com, once it is available. The hearing may be moved to a different date, time or location without additional notice, so it is recommended that you periodically check the settlement website for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class members, and if it should be approved. If there are valid, timely Objections, the Court will consider them and will listen to people who have asked to speak at the hearing (if the request was made properly). The Court will also consider the award of attorneys' fees and expenses to Settlement Class Counsel and the request for a service award to the Settlement Class Representative.

17. Do I have to come to the hearing?

No, you are not required to come to the Final Approval Hearing; however, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to attend the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing if you desire.

18. May I speak at the hearing?

Yes, you may be able to speak at the Final Approval Hearing but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 14, above, and the settlement Agreement, including all the information required.

You cannot speak at the hearing if you exclude yourself from the settlement.

DO NOTHING

19. What happens if I do nothing?

If you do nothing, you will not receive any money from the settlement, you will not be able to sue for the claims in this case, and you release the claims as described in Question 7, above, and the settlement Agreement.

GET MORE INFORMATION

20. How do I get more information about the Settlement?

This is only a summary of the proposed settlement. If you want additional information about this lawsuit, including a copy of the settlement Agreement, the complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's application for attorneys' fees and expenses, and more, please visit www.MenardBondedAbrasiveWheelSettlement.com or call the Settlement Administrator at (833) 386-6586.