

IN THE UNITED STATES DISTRICT COURT  
For the  
DISTRICT OF OREGON

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If you own a home with WindsorOne Traditional trim  
you may be entitled to certain enhanced warranties  
as part of a class action settlement.**

A Court in Oregon authorized this Notice. This is not a solicitation by a lawyer

**READ THIS ENTIRE NOTICE CAREFULLY  
Your legal rights will be affected if you are a member  
of the class of persons defined in this notice**

- A proposed settlement has been reached in a class action lawsuit filed in Oregon. Certain homeowners who have WindsorOne Traditional wood trim installed on the exterior portions of their homes have sued the Windsor Surry Company and the Windsor Willits Company (collectively “Windsor”) alleging that Windsor designed, manufactured, advertised, promoted, sold, or otherwise introduced into the stream of commerce certain pre-primed finger-jointed wooden trim products, and that those products did not perform as intended or as represented (“Lawsuit”). Windsor denies the plaintiffs’ allegations and any wrongdoing. The Court has not decided which side is right. Instead, the parties have decided to settle the case.
- The proposed settlement (the “Settlement”) provides for certain extended warranties to certain people who have or had WindsorONE Traditional finger jointed pre-primed wood trim installed on the exterior of their homes or structures in the United States or its territories prior to the date of this settlement. The extended warranties include an extension of glue warranties from ten (10) years to thirteen (13) years, and an extension of paint (primer) warranties from five (5) to eight (8) years, together with an agreement to offer replacement product in the form of Windsor’s premium product known as WindsorOne Protected for homeowner claims that fall within Windsor’s warranties.
- This Settlement also provides that Windsor will pay combined attorneys’ fees and litigation costs up to one million four hundred forty-two thousand five hundred dollars (\$1,442,500.00), incentive awards to the three named plaintiffs of \$15,000 each, and reasonable notice and claims administration costs.
- If you are a Settlement Class Member and you do not opt out of this settlement, you automatically have the benefit of these extended warranties and may make a claim at any time within your warranty period.

## **1. Why did I get this Notice?**

If you are a homeowner who has WindsorOne Traditional wood trim installed on your house or other structure you have a right to know about a proposed settlement of a class action lawsuit and your options. If the Court approves the Settlement, and after objections and appeals are resolved, an administrator approved by the Court (the “Settlement Administrator”) will oversee the distribution of the benefits that the Settlement allows.

## **2. What is this Lawsuit about and why is there a settlement?**

On June 6, 2017, plaintiff Robert Torch filed a lawsuit on behalf of himself and others similarly situated alleging that Windsor improperly designed and marketed exterior trim board such that the boards deteriorated earlier than their expected life span. Plaintiff Jesus Gomez was added to the lawsuit by amendment filed on November 7, 2017. Plaintiff Brian Begley filed a similar lawsuit in the United States District Court for the District of New Hampshire. Windsor denies any wrongdoing or liability, and disputes the facts alleged by the plaintiffs. Throughout the course of the lawsuits, Windsor asserted its valid defenses. The Court has not decided that Windsor did anything wrong or that Windsor’s product has any deficiencies, and the settlement does not mean that Windsor violated the law or that WindsorONE Traditional trim is faulty in any way. Both the plaintiffs and Windsor, however, believe that this settlement is fair, adequate, and reasonable and that it is in the best interests of the Settlement Class.

## **3. What is a Class Action?**

A class action is a lawsuit in which the claims and rights of many people are decided in a single lawsuit. One or more people called “class representatives”, also called “Named Plaintiff(s),” in this case Robert Torch and Jesus Gomez, filed the instant Lawsuit asserting claims on behalf of themselves and all other similarly situated persons. The “similarly situated persons” are called the “class,” or “class members.” The class representatives hire attorneys to handle the lawsuit, and, if the court approves the class as proposed by the class representatives’ attorneys, those attorneys (called the “Class Counsel”) represent the rights and interests of the class representatives as well as all members of the class. One court resolves the issues for all members of the class, except for those who specifically exclude themselves.

As a general rule, the class members are not responsible for paying the Class Counsel’s legal fees or expenses out of their own pockets. However, as is applicable in the instant Lawsuit, Class Counsel are sometimes paid, and reimbursed, if at all, from a money paid by the defendants. (See the response to Question 11, below, regarding the basic terms of the Settlement including how attorneys’ fees are handled in this case.

#### **4. What is the purpose of this Notice?**

The Court has ordered that this Notice be published to reach those who may be a member of the class on whose behalf the Named Plaintiffs brought the Lawsuit (the “Settlement Class”). If you do qualify as a Settlement Class Member, it is important that you understand how the proposed settlement will affect your rights. Accordingly, the purpose of this Notice is to inform you, among other things, about:

- (a) the nature of the claims in the Lawsuit,
- (b) the definition of “class” that determines if you will be affected by the Settlement,
- (c) the terms of the Settlement, including how the terms affect you legally,
- (d) your right to opt out or object to the Settlement, if you so wish,
- (e) the procedures and deadlines for opting out or asserting any objections you may have, and
- (f) if you are an eligible Settlement Class Member, to where and how to submit your warranty claim.

#### **5. Who is included as a Member of the Settlement Class?**

You are a Settlement Class Member if you currently have WindsorOne Traditional finger jointed pre-primed wood trim installed on the exterior of your home or structure in the United States or its territories.

Excluded from the Settlement Class are: (1) any officers, directors or employees, or immediate family members of the officers, directors or employees, of any Defendant or any entity in which a Defendant has a controlling interest; (2) any legal counsel or employee of legal counsel for any Defendant; and (3) the presiding Judge in either Lawsuit, as well as the Judges’ staff and their immediate family members.

Everyone who fits the class definition is a Settlement Class Member for purposes of the proposed Settlement. If you are still not sure whether you are included in the Settlement Class, you may consult an attorney of your own choosing and at your own expense, or contact one of the attorneys listed as Class Counsel in the response to Question 13 below. DO NOT contact the Court, Defendants, or Counsel for the Defendants with questions about the Lawsuit or the proposed Settlement.

## **6. How do I exclude myself from (get out of) the Settlement?**

If you want to, you can exclude yourself from the Settlement, which is sometimes called “opting-out” of the Settlement Class. You must send a letter by mail stating that you want to be excluded from this Lawsuit. To exclude yourself from this Lawsuit, you must mail a written Request for Exclusion postmarked no later than April 29, 2022 to:

Constructive Claims Solutions, LLC  
Attn: WindsorONE Traditional Settlement  
5900 Balcones Drive STE 4707  
Austin, Texas 78731

The written Request for Exclusion must be personally signed by the individual who is the Settlement Class Member requesting exclusion, contain a statement that indicates his or her desire to be excluded from the Settlement Class in the matter of Torch and Gomez v. Windsor Surry Company, Oregon District Court Case No: 3:17-cv-00918-AA (or sufficient words to indicate the present Lawsuit against Windsor), and contain a statement that he or she is otherwise a person in the Settlement Class and owns a house or other structure with WindsorOne Traditional installed on its exterior.

You cannot exclude yourself on the phone or by e-mail or via website submission. If you ask to be excluded, you will not get any settlement benefit, and you cannot object to the proposed Settlement. You will not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

Exclusion requests that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before April 29, 2022 shall be bound by all terms of the Settlement and any Final Judgment entered in the Lawsuit if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. You will not be able to sue Windsor for the same things later. If you have a pending lawsuit against Windsor, speak to your lawyer in that lawsuit immediately. You might have to exclude yourself from this Settlement Class to continue your own lawsuit.

## **7. How do I tell the Court if I do not like the Settlement?**

A Fairness Hearing, also known as a Final Approval Hearing, will be held on June 28, 2022 at 1:30 P.M. before the Honorable Judge Ann Aiken, United States District Court for the District of Oregon at Wayne L. Morse United States Courthouse, 405 East Eighth Avenue, Eugene, Oregon 97401-2706. At the Fairness Hearing, Judge Aiken will review the terms of the proposed settlement, as well as hear or otherwise review objections, if any, to the proposed Settlement. If Judge Aiken determines the proposed Settlement is fair, reasonable, and adequate, at some point after the hearing she will enter a Final Approval Order and dismiss the Lawsuit, including all

claims asserted in the Lawsuit, with prejudice. **THE FINAL APPROVAL ORDER WILL ALSO TERMINATE THE LEGAL RIGHTS OF EACH SETTLEMENT CLASS MEMBER (WHO DOES NOT PROPERLY EXCLUDE HIM/HER SELF FROM THIS LAWSUIT) TO BRING HIS OR HER OWN LAWSUIT TO ASSERT CLAIMS AGAINST WINDSOR SIMILAR TO THOSE ASSERTED IN THE LAWSUIT, AS WELL AS CERTAIN OTHER CLAIMS.**

If you are a Settlement Class Member, you can tell the Court that you do not agree with (in other words, that you “object” to) the proposed Settlement or any part of it. **To object, you must provide a letter or other written document (called an “Objection”) containing the following information:** (1) the name, address, telephone number of the person objecting and, his/her counsel, if any; (2) a signed declaration stating that he or she is a person in the Settlement Class and has WindsorOne Traditional wood trim installed on the exterior portions of his or her house or other structure; (3) a statement of all objections to the Settlement Agreement and any supporting documentation; and (4) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of his or her counsel who will attend. You **must** mail your objection via first-class mail, **post-marked no later than April 29, 2022, to the Court, Class Counsel and Windsor’s Counsel, whose addresses are listed below.**

**Court:**

United States District Court for the District of Oregon  
Wayne L. Morse United States Courthouse  
Room 5500  
405 East Eighth Avenue  
Eugene, Oregon 97401-2706

**Class Counsel:**

Charles E. Schaffer, Esq.  
[cschaffer@lfsblaw.com](mailto:cschaffer@lfsblaw.com)  
LEVIN FISHBEIN SEDRAN & BERMAN  
510 Walnut St., Suite 500  
(215) 592-1500  
Fax: (215) 592-4663

Or

Michael A. McShane, Esq.  
AUDET & PARTNERS, LLP  
711 Van Ness Avenue, Suite 500  
San Francisco, CA 94102  
Telephone (415) 568-2555  
[mmcshane@audetlaw.com](mailto:mmcshane@audetlaw.com)

**Windsor's Counsel:**

William E. Pallares, Esq.  
Lewis Brisbois  
633 W. 5th Street  
Suite 4000  
Los Angeles, CA 90071  
213-580-6339  
William.pallares@lewisbrisbois.com

**PLEASE NOTE: IF THE COURT DISAGREES WITH YOUR OBJECTION, THE FACT THAT YOU SUBMITTED AN OBJECTION WILL NOT PREVENT THE COURT FROM APPROVING THE PROPOSED SETTLEMENT**

**8. Do I have to come to the Fairness Hearing?**

You are not required to attend the Fairness Hearing in order for the Court to consider your Objection Notice, although you may attend if you so wish. As long as you mail in a timely, written objection, it will be part of the record considered by the Court when the Court evaluates whether to approve the proposed settlement as fair, reasonable, and adequate. You also may pay your own attorney to attend the Fairness Hearing, if you wish, but such attendance is not required, even if you hire an attorney to submit your Objection Notice.

**9. May I speak at the Fairness Hearing?**

If you are a Settlement Class Member, you may ask the Court to permit you, or your own attorney, to speak at the Fairness Hearing. To do so, you must include your request to speak in an Objection Notice. (See the response to Question 7.).

Please note that while you must file an Objection requesting permission to speak at the Fairness Hearing, filing such an Objection Notice does not necessarily mean the Court will allow you, or your attorney, to speak. In deciding whether to allow you to speak, the Court will take into consideration the number of persons who have requested the chance to speak, the nature of your objection, and the time available at the hearing, among other considerations.

**10. What if I do nothing?**

If you do nothing, you will still get the benefit of this proposed Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Windsor about the subject matter of this Lawsuit.

## **11. What are the basic terms of the Proposed Settlement?**

Summaries of the primary terms of the proposed Settlement are set out below. If you have any objection to any of these – or any other – Settlement terms, please refer to the response to Question 7 above.

### **A. The Settlement Class Member Benefits and Claim Process.**

In the proposed settlement, the parties have agreed to extend the warranties previously offered for WindsorONE Traditional finger jointed pre-primed wood trim. The extended warranties include an extension of glue warranties from ten (10) years to thirteen (13) years, and an extension of paint (primer) warranties from five (5) to eight (8) years. If your WindsorONE Traditional wood trim exhibits warranted damage within the extended warranty period, Windsor will provide you, via Constructive Claims Solutions, with replacement product for any trim with warranted damage. Additionally, any replacement product provided under the enhanced warranty will be the premium WindsorOne Protected product.

No additional action is required at the present time to obtain the enhanced warranty. So long as a claim is presented within the extended warranty period for the WindsorONE Traditional wood trim product, you will be entitled to the benefit of the extended warranties.

The proposed settlement (the “Settlement”) provides for certain extended warranties to certain people who have or had WindsorONE Traditional finger jointed pre-primed wood trim installed on the exterior of their houses or structures in the United States or its territories prior to the date of this settlement.

### **B. Named Plaintiffs Service Award.**

It is common in class actions for the class representatives to request a special “Service Award” as compensation for taking leading roles in the litigation and devoting their time and energy to the case for the benefit of the Settlement Class Members. Mr. Gomez, Mr. Torch and Mr. Begley intend to ask the Court for an award of \$15,000.00 each for their services to the Settlement Class Members.

The Court is not required to approve the proposed Service Awards, and is free to award any, or no, amount as a Service Award. The Court’s denial or reduction of the amount of the Service Awards is not grounds for the Settlement Agreement to be terminated.

### **C. Attorneys’ Fees and Costs Award.**

Class Counsel will request a combined award of Attorneys’ Fees and Costs up to one million four hundred forty-two thousand five hundred dollars (\$1,442,500.00). The Court’s denial or reduction of the amount of the attorneys’ fees and/or costs requested is not grounds for the Settlement Agreement to be terminated.

**D. Payment of Settlement Notice and Administration Costs.**

Subject to Court approval, the Settlement Administrator will be paid by Windsor.

**12. What rights and claims do the Settlement Class Members release under the terms of the Proposed Settlement?**

The purpose of any class action lawsuit is to resolve the legal claims of a large number of people in one lawsuit. Accordingly, whether by judgment or a settlement, certain results of a class action lawsuit are binding on all members of the Settlement Class. In the proposed Settlement for this Lawsuit, all proposed Settlement Class Members receive the benefit of certain extended warranties, and all Settlement Class Members are legally barred from taking certain future legal actions associated with claims that the Named Plaintiffs have agreed shall be released (waived) by the terms of the Settlement Agreement in return for Defendant's agreement to provide the extended warranties. This means that, if the proposed Settlement is finally approved, the Court will enter an order dismissing with prejudice all claims in the Lawsuit against the Defendants. A dismissal with prejudice means the same claims cannot be refiled in any court. As a result of the order of dismissal and the terms of the proposed Settlement, assuming it is approved by the Court, each Settlement Class Member (except those who properly exclude themselves from this Lawsuit) will be releasing the Defendants and all related people and entities identified in Section 2L of the Settlement Agreement (called the "Released Parties") for all the claims described and identified in Section 2K of the Settlement Agreement (called the "Released Claims"). The Settlement Agreement is available at [www.constructiveclaimssolutions.com/WindsorTraditionalSettlement](http://www.constructiveclaimssolutions.com/WindsorTraditionalSettlement). The Settlement Agreement describes the Released Parties and Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed in Section 13 below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

The above explanations mean, among other things, that no Settlement Class Member, or group of Settlement Class Members, may bring any future lawsuits against Windsor, wherein Windsor designed, manufactured, advertised, promoted, sold, or otherwise introduced into the stream of commerce certain pre-primed finger-jointed wooden trim products, and that those products did not perform as intended or as represented, or any lawsuits based upon any claims or similar factual predicates set forth in the Lawsuit, or based upon any other claims that could have been asserted in this Lawsuit, but were not – even claims that were not known to such Settlement Class Member or that he or she did not even suspect existed as of the date the proposed Settlement is approved by the Court. This release of claims applies to the entire Class (except those who properly exclude themselves from this Lawsuit), not just to the subset of the Class who submit claims and/or receive benefits under the proposed Settlement.

### **13. Do I have a lawyer in this Lawsuit?**

As a Settlement Class Member, your interests are represented by the Class Counsel, whose names and contact information are provided below. You are free to retain your own independent counsel for advice regarding the proposed Settlement, if you wish, at your own expense.

Charles E. Schaffer, Esq.  
LEVIN FISHBEIN SEDRAN & BERMAN  
510 Walnut St., Suite 500  
(215) 592-1500  
[cschaffer@lfsblaw.com](mailto:cschaffer@lfsblaw.com)

Michael A. McShane, Esq.  
AUDET & PARTNERS, LLP  
711 Van Ness Avenue, Suite 500  
San Francisco, CA 94102  
Telephone (415) 568-2555  
[mmcshane@audetlaw.com](mailto:mmcshane@audetlaw.com)

### **14. Who are the attorneys representing the Defendant in this Lawsuit?**

The names and addresses of the attorneys representing the Defendant in this Lawsuit are:

William E. Pallares, Esq.  
Lewis Brisbois  
633 W. 5th Street  
Suite 4000  
Los Angeles, CA 90071  
213-580-6339  
[William.pallares@lewisbrisbois.com](mailto:William.pallares@lewisbrisbois.com)

### **15. Are there more details about the Proposed Settlement?**

Yes. This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the Settlement Agreement at [www.constructiveclaimssolutions.com/WindsorTraditionalSettlement](http://www.constructiveclaimssolutions.com/WindsorTraditionalSettlement), by writing to the Settlement Administrator (Constructive Claims Solutions, LLC, Attn: WindsorONE Traditional Trim Settlement, 5900 Balcones Drive STE 4707, Austin, Texas 78731), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the District of Oregon, Wayne L. Morse United States Courthouse, 405 East Eighth Avenue, Eugene, Oregon 97401-2706.

Visit the Settlement Website at [www.constructiveclaimssolutions.com/WindsorTraditionalSettlement](http://www.constructiveclaimssolutions.com/WindsorTraditionalSettlement) where you will find the Plaintiffs' Complaint, the Settlement Agreement and other documents related to the Settlement.