

1 ALEXANDER ROBERTSON, IV (State Bar No. 127042)
 arobertson@arobertsonlaw.com
 2 MARK J. UYENO (State Bar No. 189063)
 muyeno@arobertsonlaw.com
 3 ROBERTSON & ASSOCIATES, LLP
 32121 Lindero Canyon Road, Suite 200
 4 Westlake Village, California 91361
 Telephone: (818) 851-3850
 5 Facsimile: (818) 851-3851

6 DANIEL K. BRYSON (*Pro Hac Vice* pending)
 dan@wbmlp.com
 7 PATRICK M. WALLACE (*Pro Hac Vice* pending)
 pat@wbmlp.com
 8 WHITFIELD BRYSON & MASON LLP
 900 W. Morgan Street
 9 Raleigh, North Carolina 27609
 Telephone: (919) 600-5000
 10 Facsimile: (919) 600-5035

11 Attorneys for Plaintiff and the Proposed Class

12

13

UNITED STATES DISTRICT COURT

14

SOUTHERN DISTRICT OF CALIFORNIA

15

ERIC PORTELLI, individually, on
 behalf of himself and all others
 16 similarly situated,

Case No. '17CV2367 DMS BLM

17

Plaintiffs,

**CLASS ACTION COMPLAINT
 FOR DAMAGES AND
 INJUNCTIVE RELIEF AND
 DEMAND FOR A JURY TRIAL**

18

vs.

19

WESTERN WINDOW SYSTEMS,
 LLC, a Missouri Limited Liability
 20 Company; WWS ACQUISITION, LLC
 dba WESTERN WINDOW SYSTEMS,
 21 a Missouri Limited Liability Company;
 and DOES 1 through 50, inclusive,

22

Defendants.

23

24

25

Plaintiff, Eric Portelli, by and through his attorneys, bring this action on
 26 behalf of himself and all others similarly situated against Defendants, Western
 27 Window Systems, LLC, a Missouri Limited Liability Company, WWS Acquisition,
 28 LLC dba Western Window Systems, a Missouri Limited Liability Company, and

1 DOES 1 through 50, inclusive (“Defendants”). Plaintiff hereby alleges, on
2 information and belief, except as to those allegations that pertain to the named
3 Plaintiff, which allegations are based on personal knowledge, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this class action against Defendants, Western Window
6 Systems, LLC, a Missouri Limited Liability Company and WWS Acquisition, LLC
7 dba Western Window Systems, a Missouri Limited Liability Company (hereinafter
8 collectively referred to as “Western”) on behalf of all persons who purchased sliding
9 and folding glass doors and windows manufactured by Western within four years
10 prior to the filing of this Complaint.

11 2. At all times relevant herein, Western has manufactured and sold sliding
12 and folding glass doors and windows to homeowners, through its distributors, that
13 were defectively designed and manufactured allowing water to enter through the
14 frames and joints of the windows and sliding glass doors. As a result of this defect,
15 water has entered the building envelope of the Plaintiff's home and has caused
16 resultant damage to other building components such as drywall, plaster and other
17 finishes.

18 **THE PARTIES**

19 3. Plaintiff, Eric Portelli, is the owner of the residence located at 325 Seal
20 Beach Boulevard, Seal Beach, California 90740 (hereinafter “Portelli
21 Residence”). On or about May 2, 2016, Plaintiff purchased sliding and folding glass
22 doors and windows from Western through one of its authorized distributors,
23 Associated Building Supply in Oxnard, California. A copy of Western’s Customer
24 Quote No. 108965, which identifies each type of window and sliding glass door
25 ordered by the Plaintiff, is attached hereto as Exhibit “A.”

26 4. Defendant, Western Window Systems, LLC, is a Missouri Limited
27 Liability Company, doing business as Western Window Systems and transacting
28 and doing business in the State of California and elsewhere. Western Window

1 Systems, LLC’s corporate office is located at 2200 E. Riverview Drive, Phoenix,
2 Arizona.

3 5. Defendant, WWS Acquisition, LLC, is a Missouri Limited Liability
4 Company, doing business as Western Window Systems and transacting and doing
5 business in the State of California and elsewhere. WWS Acquisition, LLC’s
6 corporate office is located at 2200 E. Riverview Drive, Phoenix, Arizona.

7 **JURISDICTION AND VENUE**

8 6. This Court has subject matter jurisdiction over this action under the
9 Class Action Fairness Act of 2005, 28 U.S.C. §1332(d)(2) (“CAFA”), in that the
10 matter is a class action wherein the amount in controversy exceeds the sum or value
11 of \$5,000,000, exclusive of interest and costs, and members of the Class are citizens
12 of states different from the Defendants.

13 7. This Court has personal jurisdiction over the parties in this action by
14 the fact that Defendants are companies that are authorized to conduct business in
15 California and they have intentionally availed themselves of the laws and markets of
16 California through the promotion, marketing, distribution and sale of their sliding
17 and folding glass doors and windows in California. Plaintiff, Eric Portelli,
18 purchased his Western sliding and folding glass doors and windows from a Western
19 distributor located in Oxnard, California.

20 8. Venue is proper in this District pursuant to 28 U.S.C. §1391(b),
21 because a substantial part of the events or omissions giving rise to Plaintiff’s claims
22 occurred in this District. Venue is also proper under 18 U.S.C. §1965(a), because
23 Defendants transact a substantial amount of its business in this District. Plaintiff is
24 filing concurrently herewith an affidavit stating facts showing that this action has
25 been commenced in a proper county pursuant to California *Civil Code* section
26 1780(c).

27 ///

28 ///

FACTUAL ALLEGATIONS

1
2 9. Western holds itself out both to the construction industry and the public
3 at large as being providers of superior, quality, and durable products, including the
4 windows that are the subject of this litigation.

5 10. At all times relevant herein, Western was engaged in the marketing,
6 sale, supply, and delivery of windows in the state of California.

7 11. In its product brochures, Western claims that “Over the years, the
8 reliability of Western Window Systems products has made us a recognized
9 manufacturer of high-quality door systems and windows in North America. More
10 importantly, it has allowed our customers to fulfill their highest design aspirations
11 with the utmost confidence and satisfaction.”

12 12. Western also markets and advertises its doors and windows to
13 consumers as follows:

14 **“Built and Tested to Last**

15 Because we build and test our door systems and windows to last, you
16 can enjoy your Western Window Systems product for years to come.
17 Manufactured in the U.S., each of our product families is tested for air,
18 water, and structural performance and certified by the NFRC (National
19 Fenestration Rating Council) and AAMA (American Architectural
20 Manufacturers Association). For additional strength and durability, we
21 use stainless steel hardware to keep your product on the path to a long
22 life.”

23 13. In or about February 2016, Plaintiff began construction on the Portelli
24 Residence.

25 14. As part of the construction of the Portelli Residence, Plaintiff selected
26 sliding and folding glass doors, and windows that were designed, manufactured, and
27 distributed by Western. The sliding and folding glass doors and windows purchased
28 by Plaintiff are covered (or clad) with painted aluminum.

1 15. Plaintiff selected Western’s windows due to Western’s marketing.
2 Western represented in its product brochure given to Plaintiff that “All our products
3 are built in the U.S. using superior materials that promote longevity.”

4 16. Western advertised that its aluminum clad doors and windows
5 purchased by Plaintiff were low maintenance. As proof that its doors and windows
6 were maintenance-free, Western’s product instructions provided no information on
7 the need to perform any additional work, such as waterproofing of the doors or
8 windows.

9 17. Plaintiff, consistent with his choice of a low-maintenance home,
10 desired maintenance-free doors and windows when he purchased the Series 600 and
11 Series 670 doors and windows from Western.

12 18. The Western sliding and folding glass doors and windows purchased by
13 Plaintiff were defectively designed and manufactured by permitting water intrusion
14 through corners and joints, inadequate weather stripping, and insufficient water
15 drainage systems.

16 19. Further, Western Sliding and folding glass doors and windows were
17 defectively designed and manufactured with hardware which is not corrosion
18 resistant.

19 20.. Glass doors and windows like those designed, manufactured and
20 distributed by Western and sold to Plaintiff should not allow water intrusion into the
21 building envelope.

22 21. The water intrusion resulting from Western’s sliding and folding glass
23 doors and windows results in property damage other than to Western’s product.

24 22. The above-described defects are due to fundamental design,
25 engineering, and manufacturing errors, which should have been within Western’s
26 expertise.

27 23. Because Western’s sliding and folding glass doors and windows permit
28 water intrusion, they violate the building code and industry standards.

1 24. Failure of Western’s sliding and folding glass doors and windows
2 begins upon installation and continues during repeated and prolonged exposure to
3 weather and ordinary use.

4 25. Western knew or should have known that its sliding and folding glass
5 doors and windows as manufactured and designed allow water intrusion at the time
6 the products left their control.

7 26. Based upon customer complaints, Western knows that water intrusion
8 can enter the building envelope of class members’ homes, but instead routinely
9 blames such damage on “improper installation” and routinely rejects warranty
10 claims made by class members on this basis.

11 27. Western failed to disclose to Plaintiff and other purchasers of the
12 design and manufacturing defects in its sliding and folding glass doors and
13 windows.

14 28. The defects in the doors and windows manufactured and sold to
15 Plaintiff and other purchasers render them unfit for their intended purpose.

16 29. Throughout the relevant class period, Western was and is the
17 manufacturer of doors and windows which were placed in the stream of commerce
18 and sold in the State of California and across the country through wholesalers,
19 distributors and retail outlets.

20 30. Throughout the relevant class period, Western manufactured, sold and
21 distributed sliding and folding glass doors and windows which were defective and or
22 deficient.

23 31. As a direct and proximate result of the defects in the design and
24 manufacture of the sliding and folding glass doors and windows, Plaintiff’s doors
25 and windows have leaked and caused resultant damage to other building
26 components of the Portelli Residence.

27 32. Even though Western could identify all of its customers who had the
28 defective sliding and folding glass doors and windows (through point-of-sale

1 information), Western has never publicized the defective nature of its doors and
2 windows or took affirmative steps to notify its customers that the doors and
3 windows are defective, allow water intrusion into the building envelope, and can
4 cause significant resultant damage to other building components.

5 **CLASS ACTION ALLEGATIONS**

6 33. This action may properly be maintained as a class action pursuant to
7 Federal Rules of Civil Procedure Rule 23. The Class is sufficiently numerous, since
8 it is estimated to include thousands of consumers, the joinder of whom in one action
9 is impracticable, and the disposition of whose claims in a class action will provide
10 substantial benefits to the parties and the Court.

11 34. Class Definition: Without prejudice to later revisions, the Class which
12 Plaintiff seeks to represent is composed of:

13 All purchasers of Western's Series 600 and Series 670
14 windows and Series 600 sliding glass doors within four
years prior to the filing of the Complaint in this action.

15 35. Excluded from the Class are governmental entities, Defendants, their
16 affiliates and subsidiaries, Defendants' current and former employees, officers,
17 directors, agents, representatives, their family members, and the members of this
18 Court and its staff.

19 36. Throughout discovery in this litigation, Plaintiff may find it appropriate
20 and/or necessary to amend the definition of the Class. Plaintiff reserves the right to
21 amend the Class definitions if discovery and further investigation reveal that the
22 Class should be expanded or otherwise modified.

23 37. Ascertainable Class: While Plaintiff does not know the exact number
24 and identity of all Class Members, Plaintiff is informed and believes that there are
25 thousands of Class Members. The precise number of members can be ascertained
26 through discovery, which will include Defendants' sales, service and other business
27 records.

28 ///

1 38. Common Questions of Law and Fact Predominate: There is a well-
2 defined community of interest among the Class. The questions of law and fact
3 common to the Class predominate over questions that may affect individual Class
4 Members. These questions of law and fact include, but are not limited to, the
5 following:

- 6 (a) Whether sliding and folding glass doors and windows
7 manufactured by Western are defectively designed and
8 manufactured to allow water intrusion through the frames and
9 joints;
10 (b) Whether Western designed, manufactured, distributed and sold
11 sliding and folding glass doors and windows that were defective,
12 and as a result of said defect, the windows and doors allow water
13 intrusion into the building envelope;
14 (c) Whether Western Window Systems should be declared financially
15 responsible for notifying all class members of the defective nature
16 of Western's sliding and folding glass doors and windows and to pay
17 the full costs and expenses of repair and replacement of all such
18 windows and doors;
19 (d) Whether Western intentionally, recklessly or negligently
20 advertised and misrepresented the quality of its sliding and folding
21 glass doors and windows in an effort to reach the plaintiff class,
22 directly or indirectly, and persuade them to purchase or install its
23 windows and doors;
24 (e) Whether Western knew or became aware that its sliding and
25 folding glass doors and windows were defective and would allow
26 water intrusion into the building envelope, yet continued to
27 manufacture, distribute, advertise and market the windows and
28 doors without correcting the defects and while directly or indirectly
 concealing the defects from the public and plaintiff class;
 (f) Whether Western, through advertising and written warranties,
 directly or indirectly fostered Plaintiffs' expectations that the
 products were not defective, were built to last and stood up to years
 of use;
 (g) Whether Western committed consumer fraud and deceptive
 business practices in violation of the California Unfair Competition
 Law;
 (i) Whether Western committed consumer fraud and deceptive
 business practices in violation of the California False Advertising
 Law; and
 (j) Whether Western committed consumer fraud and deceptive
 business practices in violation of the California Consumer Legal
 Remedies Act.

1 39. Numerosity: The Class is so numerous that the individual joinder of all
2 members of the Class is impractical under the circumstances of this case. While the
3 exact number of members of the Class is unknown to Plaintiff at this time, Plaintiff
4 is informed and believes the Class consists of thousands of persons. Individual
5 joinder of Members of the Class is also impracticable because the individual
6 Members are dispersed throughout California, Arizona and elsewhere.

7 40. Typicality: Plaintiff's claims are typical of the claims of the members
8 of the proposed class. Plaintiff and all Class Members have been injured by the
9 same wrongful practices of Defendants. The defects in Defendants' sliding and
10 folding glass doors and windows are the same uniform defect in all class members'
11 sliding and folding glass doors and windows. Plaintiff's claims arise from the same
12 practices and conduct that give rise to the claims of all Class Members and are based
13 on the same legal theories.

14 41. Adequacy: Plaintiff will fairly and adequately represent and protect the
15 interests of the Class in that he has no disabling conflicts of interest that would be
16 antagonistic to those of the other members of the Class. Plaintiff seeks no relief that
17 is antagonistic or adverse to the members of the Class and the infringement of the
18 rights and the damages they have suffered are typical of all other Class Members.
19 Plaintiff has retained attorneys experienced in consumer class actions and complex
20 litigation as counsel.

21 42. Superiority: The disposition of Plaintiff's and the proposed Class
22 Members' claims in a class action will provide substantial benefits to both the
23 parties and the Court. The nature of this action and the nature of laws available to
24 Plaintiff and the Class make the use of the class action device a particularly efficient
25 and appropriate procedure to afford relief to Plaintiff and the Class for the wrongs
26 alleged because:

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. The individual amounts of damages involved, while not insubstantial, are such that individual actions or other individual remedies are impracticable and litigating individual actions would be too costly;
- b. If each Class Member was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with vastly superior financial and legal resources;
- c. The costs of individual suits could unreasonably consume the amounts that would be recovered;
- d. Given the size of individual proposed Class Members’ claims and the expense of litigating those claims, few, if any, proposed Class Members could afford to or would seek legal redress individually for the wrongs Defendants committed against them and absent proposed Class Members have no substantial interest in individually controlling the prosecution of individual actions;
- e. This action will promote an orderly and expeditious administration and adjudication of the proposed class claims, economies of time, effort and resources will be fostered and uniformity of decisions will be insured;
- f. Without a class action, proposed Class Members will continue to suffer damages, and Defendants’ violations of law will proceed without remedy while Defendants continue to reap and retain the substantial proceeds of their wrongful conduct;
- g. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action;

- 1 h. Proof of a common business practice or factual pattern which
- 2 Plaintiff experienced is representative of that experienced by the
- 3 Class and will establish the right of each member of the Class to
- 4 recover on the causes of action alleged; and
- 5 i. Individual actions would create a risk of inconsistent results and
- 6 would be unnecessary and duplicative of this litigation.

7 43. Plaintiff and Class Members have all similarly suffered irreparable
8 harm and damages as a result of Defendants' unlawful and wrongful conduct. This
9 action will provide substantial benefits to Plaintiffs the Class and the public because,
10 absent this action, Plaintiff and Class Members will continue to suffer losses,
11 thereby allowing Defendants' violations of law to proceed without remedy and
12 allowing Defendant to retain proceeds of its ill-gotten gains.

13 **FIRST CAUSE OF ACTION**

14 **Breach of Implied Warranty**

15 **(By Plaintiff and All Class Members)**

16 44. Plaintiff and the Class Members incorporate by reference each and
17 every preceding paragraph of this Complaint as if fully set forth herein.

18 45. By placing the sliding and folding glass doors and windows in the
19 stream of commerce, Defendants impliedly warranted that their products were
20 merchantable, fit for their intended purpose and suitable for residential use.

21 46. The sliding and folding glass doors and windows are not merchantable.
22 In breach of the implied warranty of merchantability, the sliding and folding glass
23 doors and windows are defective because they allow water intrusion through the
24 frames and joints into the building envelope, do not have corrosion resistant
25 hardware and are not suitable for general residential use.

26 47. The sliding and folding glass doors and windows were defective when
27 they left Defendants' control and entered the market.

28 ///

1 48. The defects in the sliding and folding glass doors and windows were
2 not open and/or obvious to consumers.

3 49. Any purported disclaimer or limitation of the duration and scope of the
4 implied warranty of merchantability given by Defendants is ineffective, not
5 conspicuous, unreasonable, unconscionable and void, because Defendants knew or
6 recklessly disregarded that the defect in the sliding and folding glass doors and
7 windows existed and might not be discovered, if at all, until the doors and windows
8 had been used for a period of time, and Defendants willfully withheld information
9 about the defects from purchasers of the doors and windows.

10 50. Defendants received notice that the sliding and folding glass doors and
11 windows were not merchantable when Plaintiff contacted Defendants' agent to
12 notify it of the water intrusion through the doors and windows in November of
13 2016, February of 2017 and May of 2017.

14 51. On each occasion, Defendants inspected the doors and windows but
15 refused to make proper repairs or replacement of the doors and windows to prevent
16 any further water intrusion. On or about May 4, 2017, Scott Thurber, Vice President
17 of Western's distributor, Associated Building Supply, Inc., sent Plaintiff a letter
18 denying that Western had any liability for his leaking windows and doors and
19 instead blamed "improper field fabrication and/or installation – not any product
20 defect." Plaintiff has retained a fenestration expert to investigate the cause of the
21 leaking windows and doors, who had concluded that the leaks are the result of
22 defective design and manufacture by Western.

23 52. As a result, Plaintiff and all proposed Class Members have been
24 damaged in, *inter alia*, the amount they paid to purchase the defective windows and
25 doors and the cost to remove and replace Defendants' defective products.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION

**Violation of The Song-Beverly Consumer Warranty Act
(By Plaintiff and All Class Members)**

53. Plaintiff and the Class Members incorporate by reference each and every preceding paragraph of this Complaint as if fully set forth herein.

54. Defendants are the warrantors of their sliding and folding glass doors and windows.

55. Under the Song-Beverly Consumer Warranty Act, the sliding and folding glass doors and windows are a “consumer good” leased primarily for family or household purposes and Plaintiff has used the sliding and folding glass doors and windows primarily for those purposes.

56. Plaintiff is a “buyer” of consumer goods under the Song-Beverly Consumer Warranty Act.

57. The foregoing defects and nonconformities to warranty manifested themselves within the applicable warranty period. The nonconformities substantially impair the use, value and/or safety of the sliding and folding glass doors and windows.

58. Plaintiff demanded correction of the nonconformities.

59. Defendants refused to correct the nonconformities.

60. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or replacement, Defendants are in breach of its obligations under the Song-Beverly Consumer Warranty Act.

61. Plaintiff is entitled to justifiably revoke acceptance of the sliding and folding glass doors and windows under the Song-Beverly Consumer Warranty Act.

62. Under the Song-Beverly Consumer Warranty Act, Plaintiff is entitled to reimbursement of all payments made towards the sliding and folding glass doors and windows (less the amount directly attributable to Plaintiff’s use of the sliding and folding glass doors and windows prior to discovery of the nonconformities)

1 63. Plaintiff is entitled to damages resulting from Defendants’ failure to
2 comply with its obligations under the Song-Beverly Consumer Warranty Act.

3 64. Plaintiff is entitled under the Song-Beverly Consumer Warranty Act to
4 recover as part of the judgment a sum equal to the aggregate amount of costs and
5 litigation-related expenses, including attorneys' fees, reasonably incurred in
6 connection with the commencement and prosecution of this action.

7 65. Plaintiff is entitled, in addition to the other amounts recovered, to a
8 civil penalty of up to two times the amount of actual damages because Defendants
9 willfully failed to comply with its responsibilities under the Song-Beverly Consumer
10 Warranty Act.

11 **THIRD CAUSE OF ACTION**

12 **Violation of The Magnuson-Moss Warranty Act**

13 **15 U.S.C. §§ 2301, et seq.**

14 **(By Plaintiff and All Class Members)**

15 66. Plaintiff and the Class members incorporate by reference each and
16 every preceding paragraph of this Complaint as if fully set forth herein.

17 67. Plaintiff brings this claim on behalf of himself and all Class members.

18 68. Plaintiff and the other members of the Class are “consumers” within the
19 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

20 69. Western is a “supplier” and “warrantor” within the meaning of 15
21 U.S.C. § 2301(4)-(5).

22 70. Western’s sliding and folding glass doors and windows were purchased
23 separate and apart from the initial construction of the homes of Plaintiff and the
24 members of the Class into which they were installed and constitute a “consumer
25 product” within the meaning of 15 U.S.C. § 2301(1).

26 ///

27 ///

28 ///

1 71. Pursuant to section 2308(a) of the Magnuson-Moss Warranty Act, “No
2 supplier may disclaim or modify ... any implied warranty to a consumer with
3 respect to such consumer product if (1) such supplier makes any written warranty to
4 the consumer with respect to such consumer product, ...”

5 72. Furthermore, section 2308(c) provides that “A disclaimer,
6 modification, or limitation made in violation of this section shall be ineffective for
7 purposes of this chapter and State law.”

8 73. Western’s express warranties and written affirmations of fact regarding
9 the reliability and level of performance referred to in paragraph 12 constitutes a
10 written warranty within the meaning of 15 U.S.C. § 2301(6)(A).

11 74. Western breached its warranties (express and implied) by
12 manufacturing, selling, and/or distributing sliding and folding glass doors and
13 windows that are not “reliable” and which fail to meet the level of performance in
14 that they allow water intrusion through the frames and joints of the doors and
15 windows, and use hardware which corrodes.

16 75. Western breached its warranties to Plaintiff and the members of the
17 Class because these written affirmations of fact or written promises made in
18 connection with the sale of the sliding and folding glass doors and windows relate to
19 the nature of the material and affirms or promises that such material will meet a
20 specified level of performance over a specified period of time and in fact fail to do
21 so. 15 U.S.C. § 2301(6)(A).

22 76. Western’s breach deprived Plaintiff and the members of the Class of
23 the benefit of their bargain.

24 77. The amount in controversy of Plaintiff’s individual claims exceeds the
25 value of \$25. In addition, the amount in controversy exceeds the value of \$50,000
26 (exclusive of interest and costs) computed on the basis of all claims to be
27 determined in this action.

28 ///

1 78. Defendants have been notified of their breaches of written warranties
2 and have failed to adequately cure those breaches. Defendants have had adequate
3 and reasonable opportunity to cure their breaches of or fulfill their warranty
4 obligations, but have failed to do so.

5 79. In November of 2016, February of 2017 and May of 2017, Plaintiff
6 provided written and verbal notice of the defects (i.e., leaks through the frames and
7 joints of the doors and windows) to Defendants' agent. Defendants made superficial
8 repairs such as caulking but refused to repair or replace the defective doors and
9 windows. The Western doors and windows purchased by Plaintiff continue to leak.
10 Western refuses to do anything further to remedy these breaches.

11 80. Pursuant to the provisions of 15 U.S.C. § 2310(e), in the case of a class
12 action, Plaintiff will provide Defendants with notice and a further reasonable
13 opportunity to cure, once the representative capacity of the named Plaintiff has been
14 established in the application of Rule 23 of the Federal Rules of Civil Procedure.

15 81. As a direct and proximate result of Defendants' breaches of their
16 written warranties, Plaintiff and the other members of the Class sustained damages
17 in amounts to be determined at trial.

18 **FOURTH CAUSE OF ACTION**

19 **Violations of California's Unfair Competition Law**

20 **Cal. Bus. & Prof. Code §17200, *et seq.***

21 **(By Plaintiff and All California Class Members)**

22 82. Plaintiff and the California Class members incorporate by reference
23 each and every preceding paragraph of this Complaint as if fully set forth herein.

24 83. The acts, omissions, and practices of Defendants as alleged herein
25 constituted, and continue to constitute, unlawful and unfair business acts and
26 practices within the meaning of Section 17200, *et seq.* of the California *Business &*
27 *Professions Code*. Plaintiff has standing to bring this action under *Business &*
28

1 *Professions Code* § 17200, *et seq.* because he has suffered injury in fact and has lost
2 money because of the Defendants’ conduct.

3 84. Defendants have engaged in “unlawful” business acts and practices by
4 its violation of the statutes and regulations, referenced above, including, but not
5 limited to: California *Business & Professions Code* section 17200, *et seq.*;
6 California *Business & Professions Code* section 17500, *et seq.*; California *Civil*
7 *Code* section 1750, *et seq.*; and California common law that prohibits fraudulent
8 concealment and breaches of implied warranty.

9 85. Defendants have also engaged in “unfair” business acts or practices in
10 that the harm caused by Defendants’ misrepresentations about the reliability and
11 level of performance alleged in paragraph 12 above of the sliding and folding glass
12 doors and windows outweighs the utility of such conduct and the conduct offends
13 public policy, is immoral, unscrupulous, unethical, deceitful and offensive, causes
14 substantial injury to Plaintiff and the Class, and provides Defendants with an unfair
15 competitive advantage over those companies that abide by the law.

16 86. Western’s actions described herein constitute fraud within the meaning
17 of California *Business and Professions Code* section 17200, *et seq.* in that
18 Defendants have failed to disclose that their sliding and folding glass doors and
19 windows are defective, because they are not fit for their intended purpose, will allow
20 water intrusion through the frames and joints of the doors and windows and fail
21 prematurely. Defendants’ failure to disclose the true facts concerning the reliability
22 and level of performance (i.e., testing for water) of their sliding and folding glass
23 doors and windows was likely to mislead Plaintiff and the Class into believing that
24 the Western’s sliding and folding glass doors and windows had a higher reliability
25 and level of performance than they actually did. Plaintiff’s sliding and folding glass
26 doors and windows have failed, leaked and caused damage to other building
27 components after being put to their intended use for residential doors and windows.

28 ///

1 87. As a result of the conduct described above, Defendants have been and
2 will be unjustly enriched at the expense of Plaintiff and the Class.

3 88. The aforementioned unlawful or unfair business acts or practices
4 conducted by Defendants have been committed in the past and continue to this day.
5 Defendants have failed to acknowledge the wrongful nature of their actions.
6 Defendants have not corrected or publicly issued individual and comprehensive
7 corrective notices to Plaintiff and the Class or provided full restitution and
8 disgorgement of all ill-gotten monies either acquired or retained by Defendants as a
9 result thereof, thereby depriving Plaintiff and the Class of sliding and folding glass
10 doors and windows that have the reliability and level of performance qualities
11 advertised by Defendants.

12 89. Pursuant to the *Business & Professions Code* section 17203, Plaintiff
13 and the Class seek an order of this Court requiring Defendants to disgorge all ill-
14 gotten gains and awarding Plaintiff and the Class full restitution of all monies
15 wrongfully acquired by Defendants by means of such “unlawful” and “unfair”
16 conduct, plus interest and attorneys’ fees pursuant to, inter alia, *California Code of*
17 *Civil Procedure* section 1021.5, so as to restore any and all monies to Plaintiff and
18 the Class and the general public, which were acquired and obtained by means of
19 such “unlawful” and “unfair” conduct, and which ill-gotten gains are still retained
20 by Defendants. Plaintiff and the Class additionally request that such funds be
21 impounded by the Court or that an asset freeze or constructive trust be imposed
22 upon such monies by Defendants. Plaintiff and the Class may be irreparably harmed
23 and/or denied an effective and complete remedy if such an order is not granted.

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH CAUSE OF ACTION

Violations of the False Advertising Law

Cal. Bus. & Prof. Code § 17500, *et seq.*

(By Plaintiff and All California Class Members)

90. Plaintiff and the California Class members incorporate by reference each and every preceding paragraph of this Complaint as if fully set forth herein.

91. California *Business & Professions* Code section 17500 prohibits various deceptive practices in connection with the dissemination in any manner of representations that are likely to deceive members of the public to purchase products such as sliding and folding glass doors and windows.

92. Defendants caused advertisements for sliding and folding glass doors and windows to be placed in their sales literature and on their website before the general public and knew or should have known that their sliding and folding glass doors and windows did not conform to the advertisements’ representations regarding the reliability and level of performance as alleged at paragraph 12 above of the products.

93. As a result of the foregoing, Plaintiff, and other Class members, and consumers are entitled to injunctive and equitable relief and damages in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

Violation of Consumer Legal Remedies Act

Cal. Civ. Code § 1750, *et seq.*

(By Plaintiff and All California Class Members)

94. Plaintiff and the California Class members incorporate by reference each and every preceding paragraph of this Complaint as if fully set forth herein.

95. This cause of action arises under the Consumers Legal Remedies Act (“CLRA”), California *Civil Code* § 1750, *et seq.* Plaintiff is a consumer as defined by California *Civil Code* section 1761(d). Defendants’ sliding and folding glass

1 doors and windows constitute “goods” as defined by California *Civil Code* section
2 1761(a). At all times relevant hereto, Defendants constituted “persons” as that term
3 is defined in California *Civil Code* section 1761(a), and Plaintiff’s and Class
4 members’ purchases of sliding and folding glass doors and windows constituted
5 “transactions,” as that term is defined in California *Civil Code* section 1761(b).

6 96. Defendants violated and continue to violate the CLRA by engaging in
7 the following deceptive practices specifically proscribed by California *Civil Code*
8 section 1770(a), in transactions with Plaintiff and Class members that were intended
9 to result or which resulted in the sale or lease of goods or services to consumers:

- 10 a. In violation of California *Civil Code* section 1770(a)(5),
11 Defendants’ acts and practices constitute misrepresentations that
12 the sliding and folding glass doors and windows in question have
13 characteristics, benefits or uses which they do not have;
- 14 b. In violation of California *Civil Code* section § 1770(a)(7),
15 Defendants have misrepresented that the sliding and folding
16 glass doors and windows in question are of a particular standard,
17 quality and/or grade, when they are of another; and
- 18 c. In violation of California *Civil Code* section 1770(a)(9),
19 Defendants have advertised the sliding and folding glass doors
20 and windows in question with the intent not to sell them as
21 advertised or represented.

22 97. Defendants have made uniform representations that their sliding and
23 folding glass doors and windows were/are reliable and meet a certain level of
24 performance as alleged in paragraph 12 above. These representations, as set forth
25 above, were false, deceptive, and/or misleading and in violation of the CLRA.

26 98. Pursuant to California *Civil Code* section 1782, Plaintiff notified
27 Defendants in writing by certified mail on October 11, 2017 of the particular
28 violations of California *Civil Code* section 1770 alleged herein, and have demanded

1 that Defendants rectify the problems associated with the actions detailed above and
2 give notice to all affected consumers of their intent to so act. Plaintiff sent this
3 notice by certified mail, return receipt requested, to Defendants' principal place of
4 business and to their registered agents.

5 99. Defendants have not yet responded to Plaintiff's notice above.

6 100. If Defendants fail to rectify or agree to rectify the problems associated
7 with the actions detailed above and give notice to all affected consumers within 30
8 days after receipt of the California *Civil Code* section 1782 notice, Plaintiff will seek
9 actual damages and punitive damages for violation of the Act. In addition, pursuant
10 to California *Civil Code* section 1780(a)(2), Plaintiff will be entitled to, and
11 therefore seek, a Court order enjoining the above-described wrongful acts and
12 practices that violate California *Civil Code* section 1770.

13 101. Plaintiff and the California Class will also be entitled to recover
14 attorneys' fees, costs, expenses and disbursements pursuant to California *Civil Code*
15 sections 1780 and 1781.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, on behalf of himself and all other individuals
18 similarly situated, requests the following relief:

- 19 A. An order certifying this action as a class action under Federal Rule
20 of Civil Procedure Rule 23, defining the Class as requested herein,
21 appointing the undersigned as Class counsel, and finding that
22 Plaintiff is a proper representative of the respective Class;
- 23 B. Injunctive relief requiring Defendants to inform Plaintiff and
24 members of the Class that:
- 25 • Plaintiff and Class members are entitled to restitution, including
26 their purchase price for the defective windows and doors, and the
27 cost to remove and replace them;

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Plaintiff and Class members may be entitled to other relief as awarded by this Court, including additional relief under the consumer protection and deceptive trade practices acts of the respective jurisdictions for each Class;

- C. Restitution of all monies that Defendants have received from Plaintiff and the Class, pursuant to the consumer protection and deceptive trade practices acts of the respective jurisdictions for each Class;
- D. Damages to be determined at trial including actual, compensatory, and consequential damages incurred by Plaintiff and Class Members;
- E. An award of reasonable attorneys’ fees and costs; and
- F. That the Court award such other and further relief as this Court may deem appropriate.

DATED: November 21, 2017 ROBERTSON & ASSOCIATES, LLP

By: /s/ Alexander Robertson
 ALEXANDER ROBERTSON, IV
 MARK J. UYENO
 Attorneys for Plaintiffs and the Proposed Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby requests a jury trial on the claims so triable.

DATED: November 21, 2017 ROBERTSON & ASSOCIATES, LLP

By: /s / Alexander Robertson
ALEXANDER ROBERTSON, IV
MARK J. UYENO
Attorneys for Plaintiffs and the Proposed Class

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ERIC PORTELLI, individually, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Orange (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Alexander Robertson, IV - Robertson & Associates, LLP 32121 Lindero Canyon Rd., Ste. 200, Westlake Village, CA 91361 Telephone: (818) 851-3850

DEFENDANTS

WESTERN WINDOW SYSTEMS, LLC, a Missouri Limited Liability Company; WWS ACQUISITION, LLC dba WESTERN WINDOW SYSTEMS, a Missouri Limited Liability Company; DOES 1-50

County of Residence of First Listed Defendant Maricopa County, AZ (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

17CV2367 DMS BLM

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. §§ 2301, et seq.; Cal. Bus. & Prof. Code §17200, et seq.; Cal. Bus. & Prof. Code § 17500, et seq.; Cal. Civ. Code § 1750, et seq. Brief description of cause: Breach of Implied Warranty; Violation of The Song-Beverly Consumer Warranty Act; The Magnuson-Moss Warranty Act, CA's Unfair Competition Law, False Advertising Law, Consumer Legal Remedies Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 11/21/2017 SIGNATURE OF ATTORNEY OF RECORD / s / Alexander Robertson, IV

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print

Save As...

Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Quote Creation Date: 4/7/2016
Quote Expiration Date: 6/27/2016
Quote Order Date: Quote Not Ordered



CUSTOMER QUOTE 108965



excellence



innovation



profit

Western is driven by the unifying vision that we exist as a company to create products that not only enhance the value of a home or property but also the quality of life they promote. We want to help you live better - let us show you how.

Presented by

Associated Building Supply-Costa Mesa

Artki

Quote Name: Eric Portelli Residence Final 4-7
PO Number:
Bid by:

Ship Date: Quote Not Ordered
Ship Via:

Billing Information

Customer Name:
Address:

Phone:
Fax:
Contact Person:

Shipping Information

Address:

Phone:
Fax:
Contact Person:

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number
 Bid by:

Ship Date Quote Not Ordered
 Ship Via



Line Item Quantity Net Price Extended Price

1-1 1


Outside View (Scaled to Fit)



Line Item Description

Room ID: ITEM 1-1 TYPE T

PRODUCT TYPE
 Series 600 Quad Sliding Glass Window OXXO 169 x 66
 Frame Width = 169, Frame Height = 66
 Complete Unit. Medium Stile. Thermally Broken. Non Thermal Lock Stile = No. Standard Sill. Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1: Insulated Low E. SolarBan 60. Argon Gas. Spacer Type = Thermo-plastic Single Seal. Black Spacer Color. NFRC Unit Glass Strength = Annealed
 Unit 1 Left. 1 Left Center. 1 Right Center. 1 Right: Annealed Glass. 7/8" OA (3mm/ 62"/3mm)
 HARDWARE OPTIONS
 Coastal Stainless Package. Handle Type = New Flush Handle. Black Hardware. 1.81" Rollers
 SCREEN INFORMATION
 Screen(s). Black Fiberglass Mesh. Screens Bundled Separately
 NFRC
 U-Factor = 0.66 SHGC = 0.63 CPD = WIG-A 17
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin. Drip Cap = No
 Jamb Width = 4 5"

X 
 Initial

Special Order Notes:

Warnings: Grilles are not available on units with Argon Gas

Line Notes:

Weight (lbs): 353.4417

Line Item Quantity Net Price Extended Price

2-1 1

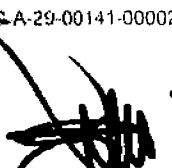
Outside View (Scaled to Fit)



Line Item Description

Room ID: None Assigned

PRODUCT TYPE
 Row 1: Series 670 Hopper Bottom 42.25 x 36
 Row 2: Series 670 Hopper Bottom / Bottom 84.5 x 36
 Row 3: Series 670 Hopper Bottom 42.25 x 36
 Frame Width = 42.25, Frame Height = 36
 Complete Unit. Operation / Venting = Bottom. Thermally Broken. Standard Sill. Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1, 2, 3, 4: Insulated Low E. SolarBan 60. Argon Gas. Spacer Type = Thermo-plastic Single Seal. Black Spacer Color. NFRC Unit Glass Strength = Tempered
 Unit 1, 2, 3, 4 Tempered Glass 3/4" OA (3mm/ 50"/3mm)
 HARDWARE OPTIONS
 Coastal Stainless Package. Handle Type = Pawl Handle. Brush Nickel Hardware
 SCREEN INFORMATION
 Screen(s). Black Fiberglass Mesh. Screens Bundled Separately
 NFRC
 U-Factor = 0.48, SHGC = 0.26, CR = 38, VT = 0.45, CPD = WIG-A-29-00141-00002
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin. Drip Cap = No
 Jamb Width = 4 5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

X 
 Initial

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

Ship Date: Quote Not Ordered
 Ship Via:



Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally stacked units will ship seperated when verticals run through

Line Notes:

Weight (lbs): 227.8551

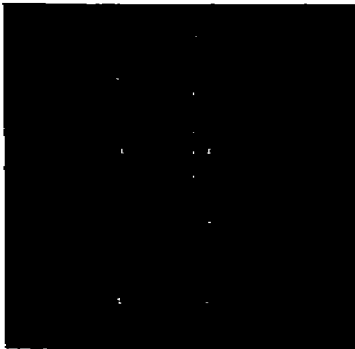
Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

3-1	1		
-----	---	--	--

Outside View (Scaled to Fit)

Line Item Description

Room ID: ITEM 3-1



PRODUCT TYPE

Row 1 Series 670 Direct Set 68 x 29 75
 Row 2 Series 670 Awning Top / Top 68 x 29 75
 Row 3 Series 670 Awning Top / Top 68 x 29 75
 Row 4 Series 670 Direct Set 68 x 29 75
 Frame Width = 34. Frame Height = 29.75
 Unit 1, 2 Complete Unit. High Base Sill, Sill Only. Shipped and not crated by Western
 Unit 3, 4, 5, 6: Complete Unit. Operation / Venting = Top, Thermally Broken, Standard Sill, Shipped, and not crated by Western
 Unit 7, 8 Complete Unit. Thermally Broken Standard Sill, Shipped, and not crated by Western

COLOR OPTIONS

Bronze Anodized

GLASS OPTIONS

Unit 1, 2, 3, 4, 5, 6, 7, 8: Insulated Low E, SolarBan 60, Argon Gas, Spacer Type = Thermo-plastic Single Seal, Black Spacer Color NFRC Unit Glass Strength = Tempered
 Unit 1, 2, 3, 4, 5, 6, 7, 8 Tempered Glass, 1" OA (6mm/ 50"/6mm)

HARDWARE OPTIONS

Unit 1, 2, 7, 8: Coastal Stainless Package
 Unit 3, 4, 5, 6: Coastal Stainless Package Roto Operator, Folding Handle, Hardware Color matches Frame

SCREEN INFORMATION

Screen(s), Black Fiberglass Mesh, Screens Bundled Separately
 NFRC

Unit 1, 2, 7, 8: U-Factor = 0.42, SHGC = 0.33, CR = 34, VT = 0.59, CPD = WIG-A-28 00143-00007
 Unit 3, 4, 5, 6: U-Factor = 0.49, SHGC = 0.25, CR = 43, VT = 0.44, CPD = WIG-A-30-00143-00007

Wrapping - Perimeter Options

Perimeter Frame = Nailing Fin Drip Cap = Yes, Drip Cap Application Method = Shipped Loose, Drip Cap Cut Length = 35

Jamb Width = 4 5"

Wrapping - Mull Options

Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally slacked units will ship seperated when verticals run through.

Line Notes:

Weight (lbs): 445.4253

X

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

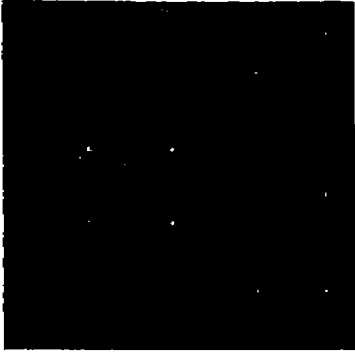
Ship Date: Quote Not Ordered
 Ship Via:



Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

4-1 1

Outside View (Scaled to Fit)



Line Item Description

Room ID: ITEM 3-1


PRODUCT TYPE
 Row 1 Series 670 Direct Set 65.75 x 29.75
 Row 2 Series 900 Entry Door Right 35.25 x 89.25
 Row 3 Series 670 Awning Top / Top 65.75 x 29.75
 Row 4: Series 670 Awning Top / Top 65.75 x 29.75
 Row 5: Series 670 Direct Set 65.75 x 29.75
 Row 6: Series 670 Awning Fixed/Sash Set 35.25 x 29.75
 Unit 1, 2, 4, 5, 6, 7, 8, 9: Frame Width = 32.875 Frame Height = 29.75
 Unit 3: Frame Width = 35.25. Frame Height = 89.25
 Unit 10: Frame Width = 35.25 Frame Height = 29.75
 Unit 1, 2. Complete Unit, High Base Sill. Sill Only Shipped, and not crated by Western
 Unit 3 Complete Unit. Swing In Direction, Narrow Sill. Thermally Broken, Standard Bottom Rail. Standard Sill. Shipped, and not crated by Western
 Unit 4, 5, 6, 7 Complete Unit, Operation / Venting = Top Thermally Broken, Standard Sill, Shipped, and not crated by Western
 Unit 8, 9, 10: Complete Unit, Thermally Broken, Standard Sill. Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Insulated Low E, SolarBan 60, Argon Gas. Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Tempered
 Unit 1, 2, 4, 5, 6, 7, 8, 9, 10: Tempered Glass 3/4" OA (3mm/ 50"/3mm)
 Unit 3 Tempered Glass 1" OA (5mm/ 62"/5mm)
 HARDWARE OPTIONS
 Unit 1, 2, 8, 9 Coastal Stainless Package
 Unit 3: Coastal Stainless Package. Hardware Option = Multi-Point w/ Premium Dallas, Hardware Color matches Frame, Keyed, Standard Deadbolt Location, Standard Continuous Hinge
 Unit 4, 5, 6, 7 Coastal Stainless Package, Roto Operator, Folding Handle, Hardware Color matches Frame
 Unit 10 Coastal Stainless Package. Hardware Color matches Frame
 SCREEN INFORMATION
 Unit 4, 5, 6, 7, Screen(s), Black Fiberglass Mesh. Screens Bundled Separately
 Unit 10 NO SCREEN
 NFRC
 Unit 1, 2, 8, 9 U-Factor = 0.42 SHGC = 0.34 CR = 34, VT = 0.61 CPD = WIG-A-28-00141-00002
 Unit 3 U-Factor = 0.51, SHGC = 0.26, CR = 34, VT = 0.43, CPD = WIG-A-21-00143-00001
 Unit 4, 5, 6, 7, 10: U-Factor = 0.48, SHGC = 0.25 CR = 43, VT = 0.45, CPD = WIG-A-30-00141-00002
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin, Drip Cap = Yes, Drip Cap Application Method = Shipped Loose, Drip Cap Cut Length = 35
 Jamb Width = 4.5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: The overall frame size is over 60 square feet and may require some units of glass to be field glazed

Line Notes:

Weight (lbs): 495.3624

X 
 Initial

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number
 Bid by:

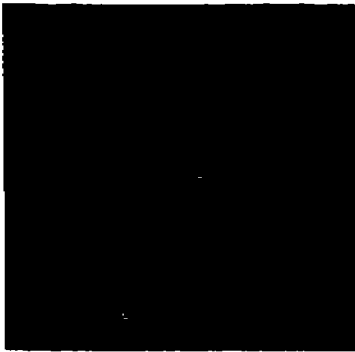
Ship Date: Quote Not Ordered
 Ship Via:



Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

5-1 1

Outside View (Scaled to Fit)



Line Item Description

Room ID: TYPE A


PRODUCT TYPE
 Row 1: Series 670 Awning Top 60 x 27
 Row 2: Series 670 Awning Top 60 x 27
 Row 3: Series 670 Awning Top 60 x 27
 Row 4: Series 670 Awning Top 60 x 27
 Frame Width = 60, Frame Height = 27
 Complete Unit, Operation / Venting = Top, Thermally Broken, Standard Sill, Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1: Insulated Low E, SolarBan 60, Argon Gas, Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Tempered
 Unit 1 Tempered Glass, 1" OA (6mm/ 50"/6mm)
 Unit 2, 3, 4: Insulated Low E SolarBan 60, Argon Gas Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Annealed
 Unit 2, 3, 4 Annealed Glass, 1" OA (6mm/ 50"/6mm)
 HARDWARE OPTIONS
 Coastal Stainless Package, Roto Operator, Folding Handle, Hardware Color matches Frame
 SCREEN INFORMATION
 Screen(s), Black Fiberglass Mesh Screens Bundled Separately
 NFRC
 U-Factor = 0.49, SHGC = 0.25 CR = 43, VT = 0.44, CPD = WIG-A-30-00143-00007
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin, Drip Cap = Yes Drip Cap Application Method = Shipped Loose, Drip Cap Cut Length = 60
 Jamb Width = 4.5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally stacked units will ship separated when verticals run through.

Line Notes:

Weight (lbs): 346.7096

X 
 Initial

Project Information 108965



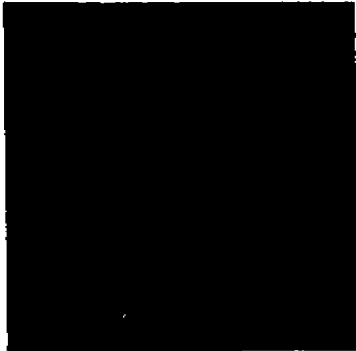
Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

Ship Date: Quote Not Ordered
 Ship Via:

Line Item Quantity Net Price Extended Price

6-1 1

Outside View (Scaled to Fit)



Line Item Description

Room ID: TYPE B


PRODUCT TYPE
 Row 1: Series 670 Awning Top 60 x 27
 Row 2: Series 670 Awning Top 60 x 27
 Row 3: Series 670 Awning Top 60 x 27
 Row 4: Series 670 Awning Top 60 x 27
 Frame Width = 60 Frame Height = 27
 Complete Unit, Operation / Venting = Top Thermally Broken Standard Sill, Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1 Insulated Low E. SolarBan 60 Argon Gas, Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Tempered
 Unit 1: Tempered Glass, 1" OA (6mm/ 50"/6mm)
 Unit 2, 3, 4 Insulated Low E. SolarBan 60, Argon Gas, Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Annealed
 Unit 2, 3, 4: Annealed Glass, 1" OA (6mm/ 50"/6mm)
 HARDWARE OPTIONS
 Coastal Stainless Package, Roto Operator Folding Handle, Hardware Color matches Frame
 SCREEN INFORMATION
 Screen(s), Black Fiberglass Mesh, Screens Bundled Separately
 NFRC
 U-Factor = 0.49, SHGC = 0.25, CR = 43 VT = 0.44, CPI = WIG-A-30-00143-00007
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin Drip Cap = Yes Drip Cap Application Method = Shipped Loose, Drip Cap Cut Length = 24
 Jamb Width = 4.5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally stacked units will ship separated when verticals run through.

Line Notes:

Weight (lbs): 346.1846

X 
 Initial

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

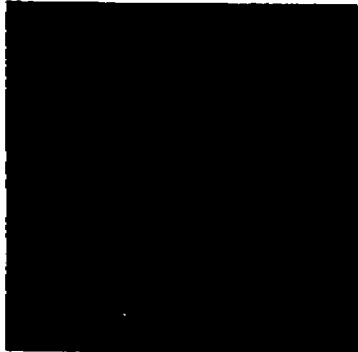
Ship Date: Quote Not Ordered
 Ship Via:



Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

7-1 1

Outside View (Scaled to Fit)



Line Item Description

Room ID: TYPE C

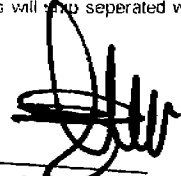
PRODUCT TYPE
 Row 1 Series 670 Awning Top 60 x 27
 Row 2 Series 670 Awning Top 60 x 27
 Row 3 Series 670 Awning Top 60 x 27
 Row 4 Series 670 Awning Top 60 x 27
 Frame Width = 60 Frame Height = 27
 Complete Unit Operation / Venting = Top Thermally Broken. Standard Sill. Shipped. and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1 Insulated Low E. SolarBan 60. Argon Gas. Spacer Type = Thermo-plastic Single Seal Black Spacer Color. NFRC Unit Glass Strength = Tempered
 Unit 1 Tempered Glass 1" OA (6mm/ 50"/6mm)
 Unit 2, 3, 4 Insulated Low E. SolarBan 60 Argon Gas Spacer Type = Thermo-plastic Single Seal. Black Spacer Color NFRC Unit Glass Strength = Annealed
 Unit 2, 3, 4 Annealed Glass, 1" OA (6mm/ 50"/6mm)
 HARDWARE OPTIONS
 Coastal Stainless Package. Roto Operator Folding Handle Hardware Color matches Frame
 SCREEN INFORMATION
 Screen(s). Black Fiberglass Mesh. Screens Bundled Separately
 NFRC
 U-Factor = 0.49 SHGC = 0.25, CR = 43. VT = 0.44 CPD = WIG-A-30-00143-00007
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin. Drip Cap = Yes Drip Cap Application Method = Shipped Loose. Drip Cap Cut Length = 24
 Jamb Width = 4.5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally stacked units will ship separated when verticals run through.

Line Notes:

Weight (lbs): 346.1846

X 
 Initial

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

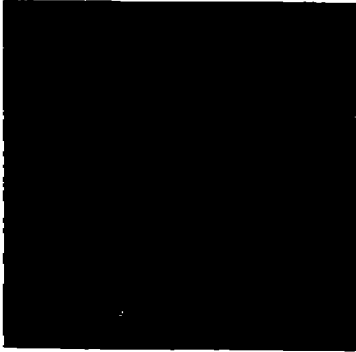
Ship Date: Quote Not Ordered
 Ship Via:



Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

8-1 1

Outside View (Scaled to Fit)



Line Item Description

Room ID: TYPE D

PRODUCT TYPE
 Row 1: Series 670 Awning Top 60 x 27
 Row 2: Series 670 Awning Top 60 x 27
 Row 3: Series 670 Awning Top 60 x 27
 Row 4: Series 670 Awning Top 60 x 27
 Frame Width = 60, Frame Height = 27
 Complete Unit, Operation / Venting = Top, Thermally Broken, Standard Sill, Shipped, and not crated by Western
 COLOR OPTIONS
 Bronze Anodized
 GLASS OPTIONS
 Unit 1: Insulated Low E, SolarBan 60, Argon Gas, Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Tempered
 Unit 1 Tempered Glass, 1" OA (6mm/ 50"/6mm)
 Unit 2, 3, 4: Insulated Low E, SolarBan 60, Argon Gas Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Annealed
 Unit 2, 3, 4: Annealed Glass, 1" OA (6mm/ 50"/6mm)
 HARDWARE OPTIONS
 Coastal Stainless Package, Roto Operator, Folding Handle, Hardware Color matches Frame
 SCREEN INFORMATION
 Screen(s), Black Fiberglass Mesh, Screens Bundled Separately
 NFRC
 U-Factor = 0.49, SHGC = 0.25, CR = 43, VLT = 0.44, CPD = WIG-A-30-00143-00007
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin, Drip Cap = Yes, Drip Cap Application Method = Shipped Loose, Drip Cap Cut Length = 24
 Jamb Width = 4.5"
 Wrapping - Mull Options
 Mull Method = Verticals Run Thru

Special Order Notes:

Warnings: Vertically stacked units will ship combined when verticals run through. Horizontally stacked units will ship separated when verticals run through.

Line Notes:

Weight (lbs): 346.1846

x Initials

Project Information 108965

Project Name: Artki
 Quote Name: Eric Portelli Residence Final 4-7
 PO Number:
 Bid by:

Ship Date: Quote Not Ordered
 Ship Via



Line Item	Quantity	Net Price	Extended Price
-----------	----------	-----------	----------------

9-1 1

Outside View (Scaled to Fit)

Line Item Description

Room ID: TYPE 13



PRODUCT TYPE
 Series 600 Double Sliding Door OX 120 x 96
 Frame Width = 120 Frame Height = 96
 Complete Unit, Medium Stile Thermally Broken, Non Thermal Lock Stile = No, 1.5" Sill, Include Install Holes in Sill, Shipped, and not crated by Western
COLOR OPTIONS
 Bronze Anodized
GLASS OPTIONS
 Unit 1: Insulated Low E, SolarBan 60 Argon Gas Spacer Type = Thermo-plastic Single Seal, Black Spacer Color, NFRC Unit Glass Strength = Tempered
 Unit 1 Left, 1 Right: Tempered Glass, 7/8" OA (5mm/50"/5mm)
HARDWARE OPTIONS
 Coastal Stainless Package, Handle Type = New Flush Handle, Black Hardware Keyed, 1 81" Rollers
SCREEN INFORMATION
 Screen(s), Black Fiberglass Mesh Screens Bundled Separately
 NFRC
 U-Factor = 0.39, SHGC = 0.32, CR = 36, V1 = 0.58, CPD = WIG-A-17-00155-00001
 Wrapping - Perimeter Options
 Perimeter Frame = Nailing Fin, Drip Cap = No
 Jamb Width = 4.5"

Special Order Notes:

Warnings: Grilles are not available on units with Argon Gas

Line Notes:

Weight (lbs): 475.8343

[Handwritten Signature]
 Initial

Project Information 108965

Project Name: Artki
Quote Name: Eric Portelli Residence Final 4-7
PO Number:
Bid by:

Ship Date: Quote Not Ordered
Ship Via:



Review Full Terms and Conditions at:

<http://westernwindowssystem.com/terms-and-conditions>

Quotes & Orders

- Quotes must be "Certified" for the pricing to be valid
- Pricing is valid when orders are received for immediate production before the "Quote Expiration Date" shown on the cover page
- Taxes are NOT included
- 50% deposit and signed quote are required to start production (Volume Program Excluded)

Lead Times

Please refer "Lead Times" on the Custom View homepage for current production lead time

Important Note

- When an order is submitted you should expect to receive a "Dealer Acknowledgement" the following business day
- Once ordered, the dealer has 48 hours to make any corrections or changes (Volume Program Excluded)
- If you have not received an Acknowledgment, your product is not on order
- After 48 hours corrections will not be accepted and a new order must be placed

Estimated Weight (complete units only)

Total Weight of All Units NOT including the crate weighted value in lbs (This is an estimated value only): **3383.181**

be a
yardstick
of quality

some people aren't used to an environment
where excellence is expected

▶ steve jobs

Date: **May 2 2016**

Authorized Signature Required

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Western Window Systems Sued Over Claims of Leaky Doors and Windows](#)
