

## **LP Decking & Railing Class Action FAQ**

### **1. Who is a class member?**

You are a Class Member if you currently own property on which LP Decking and/or Railing is installed, sold under the brand names ABTco, LP, Veranda, and WeatherBest.

### **2. Who is excluded from this class?**

If you at any time owned Decking or Railing manufactured by LP, you are a Class Member. However, you may exclude yourself by timely filing a request for exclusion during the opt out period. If you initiated legal proceedings prior to the date of preliminary approval of the Settlement (November 1, 2010) that resulted in a settlement, judgment, release, dismissal or other final disposition, you would also be excluded from the Class.

### **3. How long does the claims process usually take?**

The claims process takes approximately 2-4 months from start to finish. Timing will depend upon how complete the claim is upon submission.

### **4. How long do I have to file my claim and what is the deadline?**

All Claims in the Class must be filed within the applicable warranty period for your Decking and/or Railing products.

**LP and WeatherBest** Decking & Railing is **10 years** from the date of installation.

**ABTco and Veranda** Decking & Railing is **15 years** from the date of installation.

### **5. How can my claim qualify for "priority" status?**

The claims process is set-up to be completed fairly quickly but if your home is For Sale and you provide proof of this an effort will be made to complete your claim on an expedited basis.

**If the condition of your deck is such that you believe it is unsafe or hazardous, please contact the Claims Office at 1-888-325-1184 as soon as possible to register your claim.**

### **6. I have replaced/repaired my decking/railing with other decking/railing, can I still file a claim?**

If you still have any LP Decking and/or Railing installed you can file a claim. If you have removed or replaced all of your LP Decking and/or Railing you are no longer eligible to file a claim. However you may submit a claim for uninstalled LP Decking or Railing products that have *never* been installed.

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**7. I have LP Decking and/or Railing that I have never installed, can I still file a claim.**

Yes, you may file a claim for Uninstalled LP Decking and/or Railing. You will need to complete the Uninstalled LP Decking and/or Railing Product Claim Form which is included with the LP Decking & Railing Claim Form.

**8. I just submitted additional information requested by the Claims Office, how long does this additional information take to process?**

All information that is received for your claim is processed in the order in which it is received. If the Claims Office asked for additional information, it will be reviewed within approximately 14 days of its receipt. If information is still needed to complete your claim we will send another letter requesting this information within 14 days from the date your additional information was received by the Claims Office.

**9. Who performs the inspections?**

All inspections are performed by a court-approved independent inspection company called BrightClaim. All BrightClaim inspectors carry credentials identifying themselves as BrightClaim inspectors.

**10. Will I be notified when my claim is being sent to inspection and when it is to be inspected?**

You will be contacted to schedule the inspection within 14 days from the date we transmitted your claim for inspection. You may also contact the Claims Office anytime at 1-888-325-1184 to check the status of your claim.

**11. My home was just inspected - when will I receive the results?**

Results will be sent to you approximately 30 days after the final inspection report has been received by the Claims Office.

**12. What information is required in order to file a claim?**

1. **A completed claim form which has been signed by all owners of the property on which the decking/railing is installed.** The claim form must be signed and each page initialed by each claimant.
  - You must submit proof of ownership for the property on which the decking/railing products are installed.
  - You must submit proof of installation date and that the product is LP, WeatherBest, ABTco or Veranda manufactured by LP.

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### **13. How many claims can be filed under this class action?**

You are eligible to file a total of three (3) claims, one (1) initial claim and up to two (2) subsequent claims, within the claim period.

### **14. What is the remedy for my claim?**

- If the inspection identifies Deterioration (as it is defined in the settlement agreement) to any decking or handrail, that product will receive full replacement under the class. If Deterioration is present on any of the railing components, for example balusters or siderails, the pieces showing deterioration will be replaced.
- If the inspection identifies Damage (as it is defined in the settlement agreement) to decking you will be offered a settlement of \$3.78 per linear foot of damaged decking less a 10% deduction for each year the decking has been installed.
- If the inspection identifies Damage to railing components you will be offered a settlement based on the current retail material cost plus an 89% adjustment (\$1.78 for each \$2 of material cost) as a non-redundant labor payment

### **15. What is the definition of Deterioration in the settlement agreement?**

Section II of the settlement agreement states:

**“Deterioration** means a premature oxidation of the polymer in the boards which is observable as any visible surface flaking, visible crumbling, or visible peeling which presents a risk that the boards will break under normal use within the Claim Period, except as follows: (i.) the surface flaking, crumbling, or peeling will only constitute Deterioration if the board has begun to disintegrate or separate into distinct elements or parts; and (ii.) the conditions listed as Damage are not, by themselves, Deterioration; and (iii.) Deterioration does not include Cosmetic issues and conditions caused by Improper Use.”

The settlement agreement is available online at the website [lpdeckingclass.com](http://lpdeckingclass.com) should you want to read more about Deterioration.

### **16 .What is the definition of Damage in the settlement agreement:**

Section II of the settlement agreement states:

**“Damage** means, and is explicitly limited to, Core Gaps, Cupping, Crowning, Splitting, Termite Damage, and Warping, except as follows: Damage does not include Cosmetic Issues and conditions caused by Improper Construction, Improper Installation, and/or Improper Use”.

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The settlement agreement is available online at the website **lpdeckingclass.com** should you want to read more about Damage.

### **17. What should I do if I am dissatisfied with my initial inspection results?**

You may dispute the results in writing to the Claims Office within 30 days from the date you receive your settlement package. Please include any and all evidence supporting your position with your dispute.

### **18. What do I do if I am confused by the claim process, or have a problem or question?**

You can call the Claims Office at 1-888-325-1184, or write to LP Decking & Railing Claims Office, 805 SW Broadway, Suite 900, Portland, OR 97205. You can also consult the website **lpdeckingclass.com**.

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