

---

**NOTICE OF CLASS ACTION,  
PROPOSED SETTLEMENT AND FAIRNESS HEARING**

**IF YOU OWN TREX BRAND DECKING OR RAILING PRODUCTS  
MANUFACTURED AT TREX'S FERNLEY, NEVADA PLANT  
BETWEEN JANUARY 1, 2002 AND DECEMBER 31, 2007,  
YOU MAY BE ELIGIBLE FOR BENEFITS FROM A  
CLASS ACTION SETTLEMENT. PLEASE CONTINUE  
READING FOR FURTHER DETAILS.**

---

**IMPORTANT -- PLEASE READ THIS NOTICE CAREFULLY.  
IT RELATES TO THE PENDENCY OF THE PROPOSED SETTLEMENT OF THIS CLASS ACTION LITIGATION.  
IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS.**

**IMPORTANTE -- POR FAVOR LEA ESTE AVISO CON CUIDADO.  
ESTA RELACIONADO CON LA TRANSACCION O ACUERDO PROPUESTO PENDIENTE DE ESTE LITIGIO  
COLECTIVO DE CLASE. SI USTED ES MIEMBRO DE ESTE LITIGIO COLECTIVO, CONTIENE INFORMACION IMPORTANTE  
RESPECTO A SUS DERECHOS.**

---

**TO: OWNERS OF TREX DECKING AND RAILING MATERIAL MANUFACTURED AT TREX'S  
FERNLEY, NEVADA PLANT BETWEEN JANUARY 1, 2002 AND DECEMBER 31, 2007**

The purpose of this Notice ("Notice") is to inform you of the proposed settlement ("Settlement") of this class action litigation (the "Action") against Trex Company, Inc. ("Trex") pending in the U.S. District Court for the Northern District of California at San Jose (the "Court"). The Action is known as *Ross v. Trex Company, Inc.*, No. 5:09-CV-00670. This Notice provides only a summary of the terms of the Settlement Agreement. A copy of the complete Settlement Agreement may be obtained as set forth in Section XII of this Notice.

The Action concerns allegations by the Plaintiffs that certain Trex decking and railing products ("Trex Product") manufactured in Trex's Fernley, Nevada plant between January 1, 2002 and December 31, 2007 are susceptible to Surface Flaking. As defined in the Settlement Agreement, Surface Flaking means any visibly noticeable surface flaking, crumbling, delamination and/or peeling away of the surface of the Product ("Surface Flaking"). Trex denies these allegations. The Plaintiffs and Trex have agreed to settle the Action to avoid the expense and risk of trial. Plaintiffs believe the settlement is fair, reasonable and adequate.

**I. INFORMATION REGARDING CLASS NOTICE AND FINAL APPROVAL HEARING**

YOU ARE HEREBY NOTIFIED that a Fairness Hearing will be held on October 30, 2009, before the Honorable Jeremy Fogel at the U.S. Courthouse, 280 South 1st Street, San Jose, CA 95113, to determine: (1) whether the Action should be finally certified as a class action; (2) whether the Settlement should be approved as fair, reasonable and adequate; (3) whether the Action should be dismissed; (4) whether Class Members should be bound by the release contained in the Settlement Agreement; (5) whether Class Members should be barred from filing, commencing, prosecuting, maintaining, intervening in, participating in, or receiving any benefits from, any lawsuit or other proceeding in any jurisdiction based on or relating to the claims and causes of action covered by the release in this Action; (6) whether the application of Plaintiffs for an incentive award should be approved; and (7) whether the application of Plaintiffs' counsel for an award of attorney's fees and expenses should be approved.

## **II. YOUR OPTIONS**

You must decide whether you want to be part of the Settlement. If you are a Class Member, you are automatically included in the Settlement and can apply for certain settlement relief described in this Notice. You may also object to the Settlement or exclude yourself from the Settlement Class. More detailed information about these options is contained in Section VII below.

If you do not want to be included in the Settlement, you must request exclusion from the Settlement Class within sixty (60) days from the last date that Notice is sent by Trex or published by the notice provider (as certified by Trex and the notice provider). Otherwise, you will be bound by all terms of the proposed Settlement if the Court approves it. If you do not exclude yourself from the Settlement Class, the proposed Settlement (if approved) may affect your right to start or continue any other lawsuit or proceeding involving your Trex Product. Additionally, you will be releasing the claims as set forth in this Notice. More detailed information is contained in Sections V and VII below.

## **III. DESCRIPTION OF THE SETTLEMENT CLASS**

If you own Trex decking or railing material that was manufactured in Trex's Fernley, Nevada plant between January 1, 2002 and December 31, 2007, you are a Class Member. The full Settlement Class definition is as follows:

All Persons in the United States or its Territories who own or owned decks or other structures composed of Trex Product (as defined to cover Trex decking or railing material manufactured in Trex's Fernley, Nevada plant between January 1, 2002 and December 31, 2007). Included within the Settlement Class are the legal representatives, heirs, successors in interest, transferees, and assignees of all such foregoing holders and/or owners, immediate and remote. Excluded from the Settlement Class are: Defendant and its subsidiaries and affiliates; all Persons who, in accordance with the terms of this Agreement, properly execute and timely file during the Opt-Out Period a request for exclusion from the Settlement Class; all governmental entities; and the judge(s) to whom this case is assigned and any immediate family members thereof.

With respect to Class Members who purchased Trex Product manufactured in Trex's Fernley, Nevada plant between January 1, 2002 and July 31, 2004, nothing prevents qualifying Class Members from submitting a claim pursuant to the class action settlement known as *Kanefsky v. Trex Company Inc.*, Superior Court of New Jersey, Law Division, Essex County, No. L-7347-00. The requirements for submitting a claim pursuant to the *Kanefsky* class action settlement are set forth in detail at <http://www.trex.com/legal/classaction.asp>.

## **IV. SUMMARY OF SETTLEMENT RELIEF**

### **A. General Relief.**

The following relief will be available to all Class Members:

a. Upon proper proof of claim (as set forth below), any Class Member experiencing Surface Flaking of a Trex Product will be provided an equivalent amount of replacement product or a cash equivalent at retail price for any decking board or railing manifesting any Surface Flaking, whether in whole or in part. If any part of a decking board manifests Surface Flaking, the Claimant will receive replacement product or cash equivalent, as provided below. All decisions as to whether to provide an equivalent amount of replacement product or a cash equivalent will be made by Trex in its sole discretion. Trex's decision will be based on the amount of Trex Product to be replaced and the proximity between its distribution centers and the Settlement Class Member's property. If Trex provides replacement product for less than the whole Trex structure, the replacement product will

be the same color option and same texture option as the originally installed Trex Product. The replacement product will carry the same limited warranty as the originally installed Trex Product (before replacement) and the limited warranty will remain in effect until the original limited warranty on the originally installed Trex Product expires. If at any time within the Claims Period, more than 50 percent of the Trex decking boards (measured by linear feet) manifest any Surface Flaking, Trex shall provide replacement product or cash equivalent for all of the remaining decking boards in the structure (excluding those that have already been replaced).

b. Upon proper proof of claim (as set forth below), any Class Member experiencing Surface Flaking of a Trex Product who has not previously received some form of compensatory relief from Trex will receive a labor payment determined on a formulaic basis of 18 cents/linear foot of replaced Trex Product. (Number of pieces of Trex Product to be replaced multiplied by the length of Trex Product to be replaced multiplied by 18 cents (\$0.18)). This number shall endeavor to result in a payment of \$225 per Class Member with an average sized Trex deck.

c. Upon proper proof of claim (as set forth below), any Class Member who previously received some form of compensatory relief from Trex for Surface Flaking of Trex Product (Prior Compensated Claim), but received nothing (or less than \$225) to pay for labor-related costs, will receive a non-redundant labor payment determined on a formulaic basis of 18 cents/linear foot of replacement product up to (but not exceeding) \$225. Any Class Member who owns Trex Product manifesting Surface Flaking in boards that were not the subject of the Prior Compensated Claim, may make claims for such boards.

## **B. Claim Resolution Process.**

After the Settlement becomes final and non-appealable (the “Final Settlement Approval Date”), Class Members will be eligible to submit a Claim Form. The procedure for making a Claim is as follows:

If no Prior Compensated Claim has been made, Claim Forms must be received by the end of the express limited warranty period applicable to the Claimant’s Trex Product. Claim Forms must be accompanied by proof of ownership of the property on which the Trex Product has been installed (e.g., a copy of a deed, mortgage bill, or utility bill), and a photograph of the Trex Product clearly showing the Surface Flaking for which a Claim is being made. The Claimant shall provide proof of ownership or installation of the Trex Product (e.g., purchase receipt or contractor receipt), if the Claimant still has possession of it. The Claim Form must be signed by a Class Member under penalty of perjury.

The determination of whether a particular Claim Form is valid and whether the Trex Product shall be replaced shall be made by Trex in accordance with the terms of the Settlement Agreement and Trex shall provide Class Counsel with electronic notice of any denial within ten days and the reason for it. Upon request from Class Counsel, Trex shall provide all information in support of such a determination and will reconsider such determination upon request from Class Counsel, who may provide supplemental information to Trex to consider.

If a Prior Claim has been made and no action has been taken, Trex will resolve the Claim pursuant to the terms of this Settlement Agreement and the Claim will be managed in accordance with the procedures set forth in the Settlement Agreement.

If a Prior Claim has been made and some form of compensatory relief given, Claim Forms seeking a supplemental labor payment must be received within six months of the last date Notice is sent by Trex or published by the notice provider (as certified by Trex and the notice provider). Claim Forms must be accompanied by proof of ownership of the property on which the Trex Product was installed (e.g., a copy of a deed, mortgage bill, or utility bill), and proof that the Trex Product has been replaced (e.g., a purchase receipt or photograph of the current Trex Product). The Claimant shall provide proof of ownership or installation of the Trex Product (e.g., purchase receipt or contractor receipt), if the Claimant still has possession of it. With respect to Claim Forms for Prior Compensated Claims, Claimant must also submit a copy of the Trex offer letter identifying the type of relief previously given if the

Claimant still has possession of it. The Claim Form must be signed by a Class Member under penalty of perjury. The determination of whether a particular Claim Form is valid and whether any additional relief shall be granted shall be made by Trex in accordance with the terms of the Settlement Agreement and Trex shall provide Class Counsel with electronic notice of any denial within ten days and the reason for it. Upon request from Class Counsel, Trex shall provide all information in support of such a determination and will reconsider such determination upon request from Class Counsel, who may provide supplemental information to Trex to consider.

Trex shall be entitled to inspect any Trex Product that is the basis of a Claim at a reasonable time and at its own expense, upon prior notice to the Claimant, provided that the inspection must be completed within sixty (60) days – weather permitting – after providing notice to the claimant of Defendant’s decision to inspect the Trex Product.

In the event that any Class Member disagrees with the claim determination by Trex, that Class Member may appeal the Trex determination to the Claims Administrator within thirty-five (35) days of their receipt of the initial determination and Trex shall provide all materials regarding the Claim, including any photographs and the Claim Form, to the Claims Administrator and Class Counsel. If Class Counsel has asked Trex to reconsider Trex’s initial determination, however, the time for appeal does not run until Trex has made a final decision after reconsideration and notified Class Counsel and the Class Member in writing. If no appeal is timely made, then the initial determination of the Claim shall be final. The Claims Administrator’s determination of the validity and amount of any Claim shall be binding.

Trex shall provide a six-month report, and then yearly reports for five years thereafter, to Class Counsel indicating the number of Claims received, the number of Claims approved, the number of Claims denied, the number of appeals taken, and the number of successful appeals.

## **V. RELEASE**

If the settlement becomes final (as set forth in the Settlement Agreement), Class Members will be releasing Trex and the Released Parties (as defined in the Settlement Agreement) for claims relating to their Trex decking and railing material (as set forth in the Settlement Agreement). The Released Claims (as defined in the Settlement Agreement) do not include the following: any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish or similar damages associated with such bodily injury. Nor do Released Claims (as defined in the Settlement Agreement) include any claim that is not related to “Surface Flaking” of the Trex Product as defined in the Settlement Agreement, including but not limited to spotting and/or discoloration, claims based on negligence, breach of contract, breach of express and implied warranties, fraud, negligent misrepresentation, violations of the Magnuson-Moss Warranty Act, intentional misconduct, statutory violations, and any other tortious or other conduct by Defendant unrelated to Surface Flaking. The Settlement Agreement describes the Released Claims with specific descriptions, in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.trex.com/legal/classactionsettlement.aspx](http://www.trex.com/legal/classactionsettlement.aspx). You can talk to one of the lawyers listed below for free or you can, of course, talk to your own lawyer if you have questions about the Released Claims (as defined in the Settlement Agreement) or what they mean. The exact terms of the Release are also included at the end of this Notice in Section XI, for your convenience.

## **VI. ATTORNEYS’ FEES, REPRESENTATIVE FEES, AND EXPENSE**

At the Fairness Hearing, Class Counsel will ask the Court for an award of attorneys’ fees and expenses of \$ 1,250,000 to be paid by Trex. Additionally, Plaintiff will ask the Court for an award to compensate the named Plaintiffs (i.e., Eric Ross and Bradley S. Hureth) in the amount of \$7,500 cash for their service as class representatives. You will *not* be required to pay any portion of the attorneys’ or representatives’ fees and expenses. Payment of attorneys’ fees and expenses to Class Counsel, and payment of representative fees to the named Plaintiffs (i.e., Eric Ross and Bradley S. Hureth), will *not* reduce any funds or benefits being made available to you.

## **VII. RIGHTS OF CLASS MEMBERS, INSTRUCTIONS FOR EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS, RIGHT TO OBJECT TO CLASS SETTLEMENT, AND RIGHT TO APPEAR AT THE FAIRNESS HEARING**

### **A. Participating in the Class Action Settlement**

If you are a Class Member, you do not have to take any action. You are automatically considered a Class Member. As a Class Member, you will be bound by any judgment in this Action, whether favorable or unfavorable, even if you have other pending lawsuits or claims against any of the Released Parties.

As a Class Member, if you wish to submit a claim, you can request an Official Claim Form by submitting the attached Request for Official Claim Form to Trex. Upon receipt of a Request for Official Claim Form, Trex will send you an Official Claim Form after the Settlement Final Approval Date. You can also obtain an Official Claim Form at [www.trex.com](http://www.trex.com) or [www.trex.com/legal/classactionsettlement.aspx](http://www.trex.com/legal/classactionsettlement.aspx). To obtain relief under the Claim Resolution Process, a Class Member must (a) complete and sign an Official Claim Form under the pains and penalties of perjury and (b) provide the requested information to support the Claim. The Official Claim Form and any supporting documentation must be sent by U.S. Mail, postmarked (1) within the express written warranty period applicable to your product or (2) for a supplemental labor payment related to a prior compensated claim, postmarked within six (6) months from the last date that Notice was sent by Trex or published by Trex or the notice provider. The deadline for submitting your Official Claim Form is the same whether you obtain it by mail or the internet.

As a Class Member, you will be represented by the named Plaintiffs and Plaintiffs' Class Counsel unless you enter an appearance through counsel of your own choice. You are not required to obtain your own counsel, but if you choose to do so, it will be at your expense and your counsel must file an appearance on your behalf with the U.S. District Clerk, United States Courthouse, 280 South 1st Street, San Jose, CA 95113 identifying this Action and its case number, and mail copies of such appearance to Plaintiffs' Class Counsel and Counsel for Trex listed in Sections VIII and IX below. The written notice of appearance must be: (a) filed with the Clerk of the Court not later than twenty-one (21) days before the date set for the Final Settlement Hearing; and (b) sent by first-class mail, postmarked not later than twenty-one (21) days before the date set for the Final Settlement Hearing, to Plaintiffs' Class Counsel and Counsel for Trex.

### **B. Objecting to the Class Action Settlement**

As a Class Member, you may object to the terms and conditions of the Settlement Agreement only by filing written objections with the U.S. District Clerk, United States Courthouse, 280 South 1st Street, San Jose, CA 95113, identifying this Action and its case number, and serving those written objections on Class Counsel and Counsel for the Defendant. The written notice of intent to object must be: (a) filed with the Clerk of the Court not later than twenty-one (21) days before the date set for the Final Settlement Hearing; and (b) sent by first-class mail, postmarked not later than twenty-one (21) days before the date set for the Final Settlement Hearing, to Class Counsel and Counsel for the Defendant. Any Notice of Intent to Object must contain: (a) a heading which refers to the Action; (b) a statement as to whether the objector intends to appear at the Final Settlement Hearing, either in person or through counsel, and, if through counsel, identify counsel by name, address and phone number; (c) a detailed statement of the specific legal and factual bases for each and every objection; (d) a list of any witnesses and photocopies of exhibits which the objector intends to introduce at the Final Settlement Hearing, if any; and (e) the objector's signature, verifying under penalty of perjury, that they are a member of the Settlement Class and the address of the relevant property. If you fail to comply with these requirements, you are forever barred from objecting to the Settlement Agreement.

You may appear at the Fairness Hearing, either in person or through an attorney, hired at your expense to present your objections to the fairness, reasonableness, or adequacy of the Settlement Agreement. Your written notice of intent to object must include a statement as to whether the objector intends to appear at the Final Settlement

Hearing, either in person or through counsel, and, if through counsel, identify counsel by name, address and phone number.

### **C. Requesting Exclusion from the Class Action Settlement**

If you do not want to participate in the Settlement, you must exclude yourself by filing a written request for exclusion. If you exclude yourself, you will receive none of the Settlement benefits, but will be free to pursue on your own behalf whatever legal rights you may have. Written requests for exclusion must be signed under penalty of perjury, and include the potential Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class in *Ross v. Trex Company, Inc.*, No. 5:09-CV-00670. Such request must be (a) filed with the U.S. District Clerk, United States Courthouse, 280 South 1<sup>st</sup> Street, San Jose, CA 95113, identifying this Action and its case number, postmarked on or before October 29, 2009 (which is the end of the Opt-Out Period), and (b) sent by first-class mail to Class Counsel and Defendant's counsel and postmarked on or before October 29, 2009 (which is the end of the Opt-Out Period).

## **VIII. CLASS COUNSEL**

For any communications you need to send to Class Counsel, including exclusion notices or objections, you may do so by sending the communication to any one of the following firms:

<b>Class Counsel:</b>	Jonathan D. Selbin Lieff, Cabraser, Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013-1413	Robert Gary Gary, Naegele & Theado, LLC 446 Broadway Avenue Lorain, OH 44052
	Kim Stephens Tousley Brain Stephens PLLC 1700 Seventh Avenue, Suite 2200 Seattle, WA 98101	Richard S. Lewis James J. Pizzirusso HAUSFELD, LLP 1700 K. Street, NW Suite 650 Washington, DC 20006
	Michael McShane Audet & Partners, LLP 221 Main Street, Suite 1460 San Francisco, CA 94105	Charles L. LaDuca Cuneo, Gilbert & LaDuca, LLP 507 C Street, NE Washington, DC 20002
	Robert K. Shelquist Lockridge Grindal Nauen P.L.L.P. 100 Washington Avenue South Suite 200 Minneapolis, MN 55401-2197	

## **IX. COUNSEL FOR DEFENDANT**

Patrick Perrone  
K&L Gates, LLP  
One Newark Center  
10th Floor  
Newark, NJ 07102

## **X. PRELIMINARY AND PERMANENT INJUNCTIONS**

The Court has preliminarily enjoined all Class Members from starting, continuing or participating in, or receiving any benefits or other relief from, any other lawsuit, arbitration, administrative, regulatory or other proceeding based on or relating to the claims, facts or circumstances in this case. If you do not ask to be excluded from the Settlement Class, you will be bound by this preliminary injunction. Upon final approval of the Settlement, Plaintiffs and Defendant will ask the Court to enter a permanent injunction enjoining all Class Members from engaging in the activities described above. All Class Members will be bound by the permanent injunction.

## **XI. COMPLETE RELEASE LANGUAGE**

1. Upon entry of the Final Order and Judgment, each Settlement Class member who has not timely opted-out of the Settlement Class, on behalf of himself and any Person claiming by or through him (the “Releasing Party” or “Releasing Parties”), regardless of whether any Settlement Class member executes and delivers a written release, shall be deemed to and does hereby release and forever discharge Trex, and any of its past or present officers, stockholders, directors, agents, employees, attorneys, affiliates, subsidiaries or divisions, and any parent companies, predecessors, successors, assigns, or legal representatives of the foregoing entities or persons, or any vendor, distributor, dealer, or contractor who sells and/or installs Trex Product (the “Released Parties”), of and from any and all Released Claims and related subrogation claims of the Releasing Party’s subrogees or insurance carriers. Each Releasing Party, upon entry of the Final Order and Judgment, shall be deemed to and does hereby release and discharge each Released Party of and from any and all Released Claims. The Releasing Parties shall be deemed to and do hereby release and forever discharge any other persons or entities from claims for which Defendant could be liable to the Releasing Parties, arising out of or related to Surface Flaking of Trex Product, whether based on the design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, or installation of the Trex Product.

2. With respect to the Settlement Class members’ Released Claims, the Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provisions under federal, state, or local laws to the extent any such provisions are applicable). Section 1542 of the California Civil Code states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”

3. Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts or law in addition to or different from those that they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Agreement to fully, finally, and forever settle and release all Released Claims which exist, or which hereafter exist whether or not previously or currently asserted in any action or proceeding, and to expressly waive any common law or statutory rule which would circumscribe the extent of this full Release, including any statute or rule giving the releasing party the right to complain of facts or claims relating to Surface Flaking of Trex Product that are unknown as of the date of any releases.

4. For purposes of the Settlement Agreement and this Notice, “Released Claims” means and includes in addition to all claims set forth in the First Amended Class Action Complaint and Jury Demand by Plaintiffs, any and all causes of action, claims, liabilities, rights, matters, suits, proceedings, damages, equitable, legal and administrative relief, interest, attorneys’ fees, expenses and costs, losses, penalties, punitive damages, exemplary damages, damages based on a multiplication of compensatory damages, demands, obligations, rights, liens, entitlements, indemnities, and contributions of any kind or nature whatsoever related to Surface Flaking of Trex Product, whether known, unknown or presently unknowable, suspected or unsuspected, latent or patent, asserted or unasserted, contingent or fixed, liquidated or unliquidated, unmatured or matured, and whether based on federal or state statute, regulation, ordinance, contract, common law, or any other source that has been, could have been, may

be or could be directly or indirectly alleged, asserted, described, set forth or referred to now or in the future by Plaintiffs or the Settlement Class relating to Surface Flaking of Trex Product against the Released Parties either in this Action, or in any other court action or proceeding, or before any administrative body, tribunal or arbitration panel, on the basis of, connected with, arising out of, or in any way related to, in whole or in part, Defendant's design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, or installation of Trex Product (as it relates to Surface Flaking). The Released Claims include, without limitation, all causes of action related to Surface Flaking of Trex Product and related to the above without regard to whether such cause of action is or could be brought pursuant to common law, or any federal or state statute, regulation, or ordinance, including but not limited to federal or state statutes or regulations concerning unfair competition; unfair or deceptive methods of competition; unfair, deceptive, fraudulent, unconscionable, false or misleading conduct, acts, advertising or trade practices; consumer protection (including violations of the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act); or under the common law of any state as a claim for breach of contract, breach of express and implied warranties, reformation of warranty, breach of fiduciary duty, fraud, intentional misconduct, unjust enrichment, misrepresentation (negligent or otherwise), tort, negligence, breach of constructive trust, breach of the implied covenant of good faith and fair dealing, or any other common law or statutory basis. In addition, the Class Members shall be deemed to, and do hereby release and forever discharge, any other persons or entities from claims related to Surface Flaking of Trex Product for which the Defendant could be liable to any Class Members arising out of or based on the design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, or installation of the Trex Product as it relates to Surface Flaking. The term "Released Claims" does not include the following: any claim for bodily injury, including claims for pain and suffering, emotional distress, mental anguish or similar damages associated with such bodily injury, or any claim for completely broken Trex Product (meaning that a single piece of Trex Product is broken completely through from top to bottom into two or more separate pieces), provided that the defined break is not caused by improper installation of the Trex Product or caused by a Claimant or third party. Nor does the term "Released Claims" include any claim that is not related to "Surface Flaking" of the Trex Product as defined herein, including but not limited to spotting and/or discoloration, claims based on negligence, breach of contract, breach of express and implied warranties, fraud, negligent misrepresentation, violations of the Magnuson-Moss Warranty Act, intentional misconduct, statutory violations, and any other tortious or other conduct by Defendant unrelated to Surface Flaking.

## **XII. EXAMINATION OF PAPERS AND QUESTIONS**

For a more detailed statement of the matters involved in this Action, please refer to the pleadings and other papers in this Action, which may be inspected or obtained from the U.S. District Clerk's Office, United States Courthouse, 280 South 1st Street, San Jose, CA 95113, during business hours of each weekday.

**If you have any questions about the Settlement, you may call 1-866-241-4396 or visit Trex's Website at [www.trex.com](http://www.trex.com). A complete copy of the Settlement Agreement can be obtained by visiting [www.trex.com/legal/classactionsettlement.aspx](http://www.trex.com/legal/classactionsettlement.aspx).**

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT WITH QUESTIONS REGARDING THE TERMS OF THE SETTLEMENT**