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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.
EVANS GLASS INC., a Washington
corporation,

Defendants.

NO. **09-2-33914-7**

CIVIL COMPLAINT

Plaintiff State of Washington, by and through its attorneys Robert M. McKenna, Attorney General, and Jack G. Zurlini, Jr., Assistant Attorney General, brings this action against defendant named herein and alleges as follows:

1. JURISDICTION

1.1. This complaint is filed and these proceedings are instituted under the provisions of chapter 19.86 RCW, the Unfair Business Practices—Consumer Protection Act.

1.2. The Attorney General is authorized to commence this action pursuant to RCW 19.86.080.

1.3. Jurisdiction over the defendant is vested in this court pursuant to RCW 19.86.160 and RCW 19.86.140 because defendants engaged in conduct violating chapter 19.86 RCW and such conduct impacted consumers and businesses in the state of Washington. Jurisdiction over the subject matter of this Complaint is conferred by the above-referenced statutes.

1 1.4. Venue is properly set in this court pursuant to RCW 19.86.140 in that the
2 violations alleged herein have been and are being committed in whole or in part in King
3 County, State of Washington, and other counties in the State of Washington by defendant. In
4 addition, defendant's principle place of business is located in King County.

5 **2. DEFENDANT**

6 2.1. Defendant Evans Glass, Inc., is a Washington corporation. Its principal place
7 of business is located in King County at 900 Poplar Place South, Seattle, Washington 98144.

8 **3. NATURE OF TRADE OR COMMERCE**

9 3.1. At all times relevant to this lawsuit, defendant has been engaged in a for-profit
10 business that involves the marketing and sale of residential replacement windows to
11 consumers located in Washington State and elsewhere. Defendant is therefore engaged in
12 trade or commerce within the State of Washington and in competition with others engaged in
13 similar business activities in Washington for purposes of applying the Consumer Protection
14 Act, chapter 19.86 RCW.

15 **4. FACTS**

16 4.1. Defendant Evans Glass, Inc., (Evans) sells residential replacement windows to
17 consumers using a variety of unfair and deceptive acts and practices that include
18 misrepresenting its products and services, using high-pressure sales tactics, and using inflated
19 prices and bogus discounts to deceive consumers into thinking they're buying at a
20 substantially reduced price when in fact they are not.

21 4.2. **Scheduling In-Home Presentations.** Evans sells its replacement windows to
22 homeowners only at scheduled in-home presentations conducted by its sales representatives.
23 Evans solicits homeowners to schedule presentations by using door-to-door canvassers,
24 greeters at home improvement shows and retail stores, and advertisements on its websites
25 and in print, among other methods.

1 4.3. Evans uses a variety of unfair and deceptive acts and practices when soliciting
2 and scheduling in-home appointments with homeowners. For example, Evans’s canvassers
3 often ignore posted “no solicitation” signs and return to homes where canvassers have been
4 repeatedly instructed to not return.

5 4.4. In addition, Evans misrepresents to homeowners that it’s scheduling an
6 appointment for factory representatives to conduct a free home energy inspection and to give
7 homeowners a free window estimate at factory direct prices for future planning. One
8 appointment solicitation script Evans directs its canvassers to use reads as follows: “Explain
9 to Mr./Mrs. ___ that the person stopping out is our factory representative, not some door to
10 door salesman. The most he would ask for is maybe a handshake and a cup of coffee.”

11 4.5. Evans fails to disclose to homeowners that it is scheduling them for a sales
12 presentation that lasts on average about three to four hours and at which no factory direct
13 prices are offered. Indeed, there is no question that Evans is scheduling a sales presentation
14 the aim of which is to close a sale because Evans requires all homeowners to be present for
15 the appointment. In fact, on “The ‘We Do Not Do’ List” Evans includes in its canvasser
16 training manual, rule number six is: “We do not under any circumstances do one-leg
17 appointments.” “One-leg appointments” are ones where only one spouse is present. Of
18 course, the reason Evans requires both spouses to be present is so that when a sale is made
19 they each may sign the sales agreement. Thus, Evans avoids situations where just one spouse
20 signs and the other calls later to cancel the deal.

21 4.6. In addition, Evans attempts to create a false sense of urgency in homeowners
22 by misrepresenting that they will miss out on manufacturers’ rebates and price discounts if
23 they do not immediately schedule an appointment. For example, one script Evans employees
24 are required to use to rebut homeowners’ objections to setting appointments reads as follows:
25 “I have no problem giving you the phone number to call us back, but it is very important that
26 I let you know one thing. We have a limited number of rebates to distribute from our

1 manufacturer. Once they are gone, they are gone. So, it is very important I schedule an
2 appointment with you before it is too late!" On the contrary, there are no manufacturers'
3 rebates, nor are any of the discounts Evans provides to homeowners dependent on
4 manufacturers' rebates.

5 **4.7. In-Home Presentations.** Once presentations are scheduled, Evans gives its
6 sales representatives the leads and expects them to conduct full sales presentations at the
7 appointed times and homes. Evans trains its sales representatives for about a week before
8 they actually begin to conduct presentations and requires them to attend weekly sales
9 meetings at which additional training takes place. During this training Evans directs its
10 employees to incorporate into its sales presentation a number of unfair and deceptive acts and
11 practices. These include but are not limited to using: a ruse to get into the home; high-
12 pressure sales tactics; misrepresentations about the products and services offered; fraudulent
13 endorsements; and bogus discounts of inflated prices to deceive homeowners into believing
14 they are buying at a reduced price when in fact they are not.

15 **4.8. Free Energy Inspection/Tool Belt Ruse.** For example, Evans requires its
16 sales representatives to wear a tool belt when they arrive at a home to perpetuate the ruse that
17 they will merely be performing a free energy inspection. The tool belt also lends a false air
18 of authority to the sales representative. Indeed, as described by its former director of sales,
19 Evans "sells its way into the home using the tool belt." And once sales representatives gain
20 entry into the homes they conduct a perfunctory "inspection" a primary goal of which is to
21 identify homeowners' "hot button" issues that might better help them to sell windows.

22 **4.9. Scare Tactics.** As the in-home presentation progresses, Evans sales
23 representatives take homeowners through a presentation or "pitch" book that contains
24 numerous misrepresentations. Some of the misrepresentations amount to scare tactics meant
25 to create a false sense of urgency to purchase the windows. For example, the pitch book
26 contains no less than ten pages of articles suggesting mold that may be found around a

1 homeowner's existing windows during the "inspection" will cause serious health problems
2 including breast cancer or even death. In fact, the former sales director of Evans trained sales
3 representatives to tell homeowners "mold will kill you." In addition, Evans trains its sales
4 representatives to imply that purchasing new windows from Evans will eliminate mold and
5 its health risks. Evans also makes this misrepresentation in writing in its pitch book.

6 4.10. Contrary to Evans's misrepresentations, there is no competent and reliable
7 scientific evidence that substantiates the representation that small amounts of mold on or near
8 windows pose any health risk to most homeowners or that any amount of mold will cause
9 breast cancer or death in anyone. Moreover, only some species of mold found on or around
10 windows are linked to health risks while others are not. But Evans does not train its
11 employees to differentiate between the potentially harmful and the harmless species of
12 molds. As a result, Evans's misrepresentations about mold health risks are especially
13 egregious when made to homeowners who have no potentially harmful molds in their homes.

14 4.11. Furthermore, when discussing the alleged health risks posed by mold Evans
15 does not disclose to homeowners that installing new Evans windows may actually promote
16 mold growth. Indeed, one article Evans includes in its pitch book contains the following
17 quote from someone who's identified as an attorney who litigates mold cases: "One of the
18 problems is that our windows are so energy-efficient now that they're re-trapping in all the
19 moisture and warmth, providing a perfect ground in which mold can grow."

20 4.12. **Fraudulent Endorsements.** In addition to using the pitch book to make scare
21 tactic misrepresentations about mold, Evans uses the pitch book to perpetuate fraudulent
22 endorsements of its products and services. For example, two letters in the pitch book are
23 purportedly from PPG Industries, a company that makes the glass used in some of Evans'
24 windows. Evans misrepresents to homeowners that the PPG letters mean that PPG chose
25 Evans, to the exclusion of other companies, to participate in an energy efficiency study based
26 on the quality of its products and services. Evans also misrepresents to homeowners that the

1 letters describe a rebate/discount program that homeowners can take advantage of, but only if
2 they make a purchase that same day.

3 4.13. The PPG letters are forgeries and the representations Evans makes about them
4 are complete fabrications. Attached as exhibit A to this complaint are declarations of the
5 PPG employees who purportedly wrote the letters. They testify under penalty of perjury that
6 they are unaware of any rebate or discount program described in the letters, that they did not
7 write the letters, and that they did not authorize anyone to write or sign the letters on their
8 behalf.

9 4.14. Another example of fraudulent endorsements is Evans' misrepresentations
10 about why it was ranked within the top 500 remodelers in the country. Evans falsely implies
11 that its ranking was based on the quality of its products and services. On the contrary, the
12 "top 500" rankings are based on dollar sales figures only.

13 4.15. Similarly, the pitch book and other marketing materials misrepresent or imply
14 that Evans is in good standing with the Better Business Bureau. On the contrary, Evans's
15 BBB accreditation was in jeopardy for the past few years due to the volume of complaints the
16 BBB received against it and Evans' failure to timely resolve them. For example, consumers
17 filed 21 complaints against Evans in 2006, 34 complaints in 2007, and 56 complaints in the
18 first three months of 2008. The BBB finally revoked Evans's accreditation in February 2009
19 for its continued failure to timely address and resolve complaints and its pattern of
20 complaints in regard to customer service and sales practices, its failure to return calls, and its
21 failure to honor settlements and/or promised refunds.

22 4.16. Evans also perpetuates fraudulent endorsements by misrepresenting to
23 consumers that it is somehow partnering with local governments and organizations. For
24 example, Evans misrepresented to homeowners that it was participating in a program with
25 the City of Longview and on another occasion misrepresented that it was participating in a
26

1 program with On the Green Condominiums when in fact there were no such programs in
2 existence.

3 4.17. **The “Eurocraft” Window.** Throughout its sales presentation and its various
4 other marketing materials and advertisements Evans misrepresents the windows it sells under
5 the “Eurocraft” name in an effort to portray its windows as unique when in fact they are not.
6 These misrepresentations include but are not limited to the following:

7 a. The Eurocraft window has a metal frame completely around the entire
8 window. In fact, the metal frame is only a piece of metal reinforcing the header of
9 most standard Eurocraft windows unless homeowners pay more for complete metal
10 frames.

11 b. The Eurocraft window is the result of 50 years of research conducted
12 by Evans. In fact, no such period of research was conducted by Evans.

13 c. The Eurocraft window will reduce a homeowner’s energy bill by 30%,
14 40% or even as much as 75%. In fact, there is no competent and reliable scientific
15 evidence that substantiates these representations.

16 d. The components of the Eurocraft window such as its metal
17 reinforcement are unique to the Eurocraft window. In fact, the components are not
18 unique to Eurocraft windows and there are comparable windows available to
19 consumers that have all of the same components.

20 e. Implying that the Eurocraft window is patented with the United States
21 Patent and Trademark Office. In fact, the Eurocraft window is not patented.

22 f. The Eurocraft window is 20% more efficient than any other Low E
23 glass window on the market. In fact, there is no competent and reliable scientific
24 evidence that substantiates this representation.

25 g. The Eurocraft window is reinforced with titanium alloy metal. In fact,
26 the metals used to construct the windows are ordinary steel and aluminum containing

1 only trace amounts of titanium that are a result of naturally occurring impurities in the
2 metals.

3 h. The Eurocraft window is guaranteed to save the consumer up to 40%
4 on their energy bills. In fact, there is no competent and reliable scientific evidence
5 that substantiates this representation. Indeed, the only reason Evans began to offer
6 the guarantee was because its competitors starting doing so.

7 i. The Eurocraft window is a European-designed window. In fact, the
8 window was designed and manufactured by VPI Quality Windows located in
9 Spokane, Washington.

10 j. Evans itself manufactures the Eurocraft windows at its own factory
11 and that its own employees install them. In fact, Evans itself has never manufactured
12 its Eurocraft windows and Evans has always used independent contractors to install
13 its Eurocraft windows.

14 **4.18. False Reference Price Scheme.** Towards the end of its in-home sales
15 presentation, Evans uses inflated prices and automatic discounts to deceive consumers into
16 thinking they're buying at a substantially reduced price when in fact they are not. This unfair
17 and deceptive practice is known as false reference pricing. The gist of a false reference price
18 scheme is to misrepresent that a product ordinarily sells for an inflated price but that it is
19 being offered at a special reduced price, even if the offered price represents the actual value
20 of the product and the purchaser is receiving his money's worth. This has been considered
21 an unfair and deceptive practice for over 70 years. *FTC v. Standard Education Soc.*, 302
22 U.S. 112, 58 S. Ct. 113, 82 L. Ed. 141 (1937).

23 4.19. Evans conducts its false reference price scheme by first having its sales
24 representatives price out the agreed-upon job using a price book to calculate what Evans calls
25 its "house cost". Evans directs its sales representatives to calculate the house cost outside the
26 presence of homeowners. The house cost has two components, one price for materials and

1 another price for labor. The house cost represents the lowest price Evans will offer
2 homeowners during the in-home presentation, but only if homeowners have not already
3 agreed to a higher price. Indeed, Evans *requires* its sales representatives to offer the house
4 cost to homeowners before they end a presentation.

5 4.20. Once the house cost is calculated, Evans multiplies the house cost price for
6 materials by 2.2 to come up with its “retail price” for materials. Evans does not multiply the
7 house cost price for labor; it remains constant throughout the presentation. Thus, the total
8 retail price is the house cost price for materials times 2.2 plus the house cost price for labor.
9 Once the retail price is calculated, Evans presents homeowners with a price worksheet it calls
10 an “Investment Review” sheet on which the retail price is filled in.

11 4.21. The sales representatives then review the price worksheet with homeowners
12 and begin to lower the retail price by taking the automatic discounts that Evans gives to every
13 homeowner off of the retail price for materials. In fact, Evans uses no less than three
14 separate discounts to lower the retail price to what it calls its “Corporate Savings Plan” price.
15 It is this Corporate Savings Plan price that is first offered to homeowners.

16 4.22. Furthermore, the automatic discounts are in fact bogus. In other words, Evans
17 misrepresents the reasons for giving the discounts. For example, Evans tells homeowners
18 that some of the discounts are based on the homeowners’ agreement to participate in energy
19 surveys and other similar programs. Evans also tells homeowners that the surveys and
20 programs are supposedly sponsored by glass manufacturers such as Atofina and PPG, or by
21 window manufacturers such as VPI who in turn provide rebates based on homeowners
22 participating in the programs. In truth, there are no such rebates, surveys or programs
23 sponsored by manufacturers that support the discounts. In other words, the reasons for the
24 discounts that Evans tells to homeowners are nothing more than specious justifications for
25 Evans to step down its retail price to its Corporate Savings Plan price.

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1 4.23. In one hypothetical example involving the replacement of five windows, the
2 house cost for materials was \$3,633 and the house cost for labor was \$1800, for a total house
3 cost of \$5433. (\$3,633 plus \$1800 equals \$5,433.) The house cost for materials was then
4 multiplied by 2.2 and then added to the house cost for labor to get to the retail price of
5 \$9,792.60. ((\$3,633 times 2.2) plus \$1,800 equals \$9,792.60). The retail price was then
6 discounted using three different bogus discounts to get to the Corporate Savings Plan price of
7 \$6,769.82. Thus, as a result of the pricing system Evans uses, homeowners may be deceived
8 into thinking that if they purchase at the Corporate Savings Plan price instead of the retail
9 price they will realize significant savings when in fact no savings occur. Indeed, in the
10 hypothetical example there is an illusory savings of over \$3,000 between the retail and
11 Corporate Savings Plan price.

12 4.24. The reason no savings occur is because Evans never sells at its “retail price”.
13 In fact, Evans misleads homeowner by calling it a *retail* price because it is not a bona fide
14 price at which Evans normally sells its products and services. Similarly, by calling the price
15 it initially offers to homeowners its “Corporate Savings Plan” price, Evans also misleads
16 because there are no actual savings.

17 4.25. In addition, Evans misrepresents that its Corporate Savings Plan price is the
18 best price homeowners can get that day when in fact sales representative are authorized to
19 offer the lower house cost price if homeowners haven’t already purchased at a higher price.
20 Indeed, the Corporate Savings Plan price is still about 15% to 30% higher than the house cost
21 price. For example, in the hypothetical set out above, the Corporate Savings Plan price of
22 \$6,769 is \$1,336 higher than the house cost price of \$5433, which is about a 20% difference.
23 Evans also misrepresents that the availability of the Corporate Savings Plan price is limited.
24 In a letter from Evans owner Larry Breuer to homeowners dated April 18, 2008, he
25 represents that the Corporate Savings Plan price is “only available to a limited number of
26

1 Home Owners”. On the contrary, there is no such limitation of the price and it is company
2 policy to offer it at every in-home presentation.

3 4.26. And if homeowners don’t agree to purchase at the Corporate Savings Plan
4 price, Evans uses additional specious discounts in an attempt to justify further price
5 reductions down to the house cost if necessary to make a sale. For example, a former sales
6 director of Evans instructed sales representatives to tell homeowners they had to call their
7 boss to see if they could lower the price and told them to actually go out to their vehicles and
8 fake the call.

9 4.27. **False Price Guarantee.** Evans offers the following price guarantee to
10 homeowners that reads in part as follows: “Assures the total price of \$_____ for the work
11 specified in the agreement dated this date is the lowest price available for product and
12 workmanship quality.” Because of its false reference price scheme and unbeknownst to
13 homeowners, Evans violates this guarantee each time Evans sells to homeowners at a price
14 above its house cost because according to company policy the house cost is the lowest price
15 available at in-home presentations and must be presented by the sales representative if the
16 homeowner does not agree to a higher price.

17 4.28. **Failure to Properly Notice and to Timely Refund.** If homeowners purchase
18 windows at the in-home presentations, Evans is required to include two identical copies of a
19 notice of cancellation rights in all sales contracts pursuant to 16 C.F.R. § 429.1(f) that
20 provides homeowners with a right to cancel within three business days from the date of sale.
21 In addition, if homeowners cancel their contracts within that time period, Evans is required
22 by 16 C.F.R. § 429.1(g) to refund their payments within 10 business days. But contrary to
23 these requirements, Evans does not provide two identical copies of the notice because its
24 installation contract provides a 10 business day cancellation period but its notice of
25 cancellation provides a 10 day cancellation period. Evans also repeatedly fails to refund
26 homeowners’ payments within the 10 business day period provided by the regulation.

1 Evans' failure to provide proper notice of cancellation rights and failure to timely refund
2 homeowners' payments are unfair and deceptive acts or practices in violation of the CPA

3 **4.29. Failure to Timely Respond to Complaints.** Another unfair and deceptive
4 act or practice in which Evans engages is its failure to timely respond to or resolve consumer
5 complaints. For example, Evans often ignores or fails to timely return phone calls of
6 complaining consumers. Other times, Evans misrepresents that it will have someone call
7 consumers back when in fact it does not do so. Evans also has repeatedly agreed to resolve
8 disputes with consumers and then failed to live up to its agreements.

9 **4.30. Website Misrepresentations.** Evans maintains at least two websites on the
10 Internet by which it markets its products and services, namely, www.evansglass.com and
11 www.eurocraftwindows.com. Its websites contain numerous misrepresentations including
12 but not limited to the following:

13 a. That homeowners will in fact save 40% of their monthly bill for
14 heating and air conditioning if they install Eurocraft windows when in fact there is no
15 competent and reliable scientific evidence that substantiates this representation.

16 b. That Evans has its own factory to manufacture its Eurocraft windows
17 when in fact Evans has never had its own factory.

18 c. That its windows are "maintenance-free" when in fact its windows
19 require some maintenance.

20 d. That it spent more than 50 years researching and developing the
21 Eurocraft windows when in fact Evans spent no such time doing so.

22 e. That its windows are the only windows on the market that offer certain
23 options when in fact they are not.

24 f. That it received multiple awards based on the quality of its products
25 and services when in fact the awards were solely based on dollar sales figures.
26

1 g. That “Builder/Architect Magazine” ran a featured article on Evans’s
2 windows when in fact Evans paid a company named NRHBA to produce the article
3 as a promotional piece. Indeed, the article is nothing more than a print advertisement.

4 h. That its windows have “titanium strength” and “titanium-reinforced
5 strength” when in fact ordinary metals are used to construct the windows and any
6 titanium that may be present is in trace amounts due to natural impurities found in the
7 metals used.

8 i. That the special “Microban” weatherstripping used to construct its
9 windows is proven to be effective in ensuring a cleaner and healthier indoor
10 environment by killing “allergy-aggravating microparticles of pollen, fungi, mold,
11 dust, dirt and bacteria” when in fact there is no competent and reliable scientific
12 evidence that substantiates this representation. Indeed, the only “proof” Evans
13 identifies is no proof at all, namely, a representation by Evans that an ingredient used
14 in the Microban weatherstripping “is registered with the EPA and is incorporated into
15 several medical devices which have been registered with the FDA.” Thus, according
16 to Evans this confirms “it’s (sic) proven and trusted effectiveness.”

17 j. That the window’s entire frame is metal-reinforced as depicted by
18 drawings of its windows when in fact its standard window frame has metal
19 reinforcement only in its header.

20 **5. CAUSES OF ACTION**

21 **VIOLATION OF RCW 19.86.020**

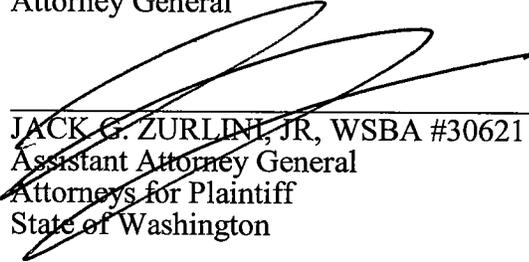
22 5.1. Plaintiff realleges paragraphs 1.1 through 4.30 and incorporates them herein
23 by this reference.

24 5.2. In the context of conducting its business, defendant engaged in the conduct
25 alleged herein. Such conduct constitutes unfair or deceptive acts or practices in trade or
26 commerce, and/or unfair methods of competition in violation of RCW 19.86.020.

1 6.7. That the Court make such other orders that it deems just and proper.

2 DATED this 16th day of September, 2009.

3 ROBERT M. MCKENNA
4 Attorney General

5 
6 JACK G. ZURLINI, JR, WSBA #30621
7 Assistant Attorney General
8 Attorneys for Plaintiff
9 State of Washington

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1 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
2 **IN AND FOR THE COUNTY OF KING**

3 STATE OF WASHINGTON,

4 Petitioner,

5 v.

6 EVANS GLASS, INC., a Washington
corporation,

7 Respondent.

NO. 08-2-41758-1-SEA

DECLARATION OF BRIAN W.
FANELLI

8 I, Brian W. Fanelli, declare as follows:

9 1. My name is Brian W. Fanelli. I am over the age of 18 years, am competent to
10 make this declaration, and have personal knowledge of the facts stated herein. I have been
11 employed with PPG Industries, Inc., since approximately June 1994 and am currently the
12 Dealer Zone Manager of PPG. I now work for PPG out of my home in Naperville, Illinois.
13 PPG manufactures, among other things, glass for use in residential windows and other uses.
14 During the period from approximately 2001 to 2004, I was the Marketing Manager for
15 Residential Sales at PPG, and working out of PPG's office in Cheswick, Pennsylvania.

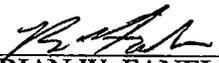
16 2. Attached to this declaration as exhibit A is a true and correct copy of a letter
17 that the Washington State Attorney General's Office provided to me. The letter is
18 purportedly from me to Evans Glass and dated September 27, 2002. The letter appears to be
19 written on PPG letterhead and has what appears to be my electronic signature at the bottom.

20 3. But I did not write this letter, did not authorize any person to sign or write the
21 letter on my behalf, and do not know who may have written the letter. In addition, I have no
22 knowledge of the "residential window energy efficiency test" or "energy research study"
23 mentioned in the letter.

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed on 7/13/09,
at Naperville Illinois
(city and state)


BRIAN W. FANELLI



PPG Industries

PPG Industries, Inc.
P.O. Box 38361
Pittsburgh, PA 15238-8361

Brian W. Fanelli
Market Manager, Residential

September 27, 2002

Dear Mr. Breuer,

After a great deal of consideration we've come to the conclusion that Evans Glass Inc. has been exclusively chosen to conduct a residential window energy efficiency test in Washington and Oregon. This specific research subject, is the potential advantage of using a pyrolytic Low E treated glass in the northwest climate. This pyrolytic Low E treated glass is being used internationally, and is very popular in the Canadian window market. We would like to compare the cost of heating various homes before and after the installation of the pyrolytic Low E glass in the Eurocraft Upvc frame. This study will only be applied to a limited number of your residential customers. To take advantage of this energy research study all you need to do is make this window system available to a wide range of your customers in Washington and Oregon, and with their agreement to supply feedback to Evans Glass Inc. on their heating costs before and after installation.

Sincerely,

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1 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
2 **IN AND FOR THE COUNTY OF KING**

3 STATE OF WASHINGTON,

4 Petitioner,

5 v.

6 EVANS GLASS, INC., a Washington
corporation,

7 Respondent.

NO. 08-2-41758-1-SEA

DECLARATION OF ELIZABETH
WALTERS

8 I, Elizabeth Walters, declare as follows:

9 1. My name is Elizabeth Walters. I am over the age of 18 years, am competent to make
10 this declaration, and have personal knowledge of the facts stated herein. I have been employed
11 with PPG Industries, Inc. since approximately 1995 and am currently the Product Manager for
12 Coated Glass Products at PPG. I currently work out of PPG's office in Cheswick,
13 Pennsylvania. PPG manufactures glass for use in residential windows and other uses.

14 2. Attached to this declaration as exhibit B is a true and correct copy of a letter
15 that the Washington State Attorney General's Office provided to me. The letter is
16 purportedly from me to Evans Glass and dated December 14, 2006. The letter appears to be
17 written on PPG letterhead and has what appears to be my electronic signature at the bottom.

18 3. But I did not write this letter, did not authorize any person to write or sign the
19 letter on my behalf, and do not know who may have written the letter. In addition, I have no
20 knowledge of the "previous energy program in 2002" or the "residential window energy
21 efficiency survey" that are mentioned in the letter. Also, I know of no product that PPG
22 manufactured or marketed under the name of "ThermalpermE" as stated in the letter. I am
23 also unaware of PPG receiving any previous research from Evans Glass or receiving "great
24 cooperation and feedback" from Evan Glass customers as described in the letter.

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed on July 22, 2009
At Cheswick, Pennsylvania

Elizabeth Walters
ELIZABETH WALTERS



PPG Industries, Inc. Glass Technology Center Guys Run Road Post Office Box 38361 Pittsburgh,
Pennsylvania 15238

Evans Glass Inc.
1015 Republican
Seattle, WA 98109

Dec 14th, 2006

Dear Mr. Breuer,

Evans Glass Inc, was so successful and efficient in our previous energy program in 2002 that PPG would appreciate your assistance in this exclusive residential energy efficiency survey again. With the introduction of ThermalPermeE in your Eurocraft windows. We thought the timing was right to reopen this program for 2007. Your previous research was incredibly helpful, and we received great cooperation and feedback from your customers.

This research study will be offered to a limited number of your residential customers who have chosen ThermalpermeE glass for their homes. This new technology will be used internationally, and is the best available glass product for all seasons and colder climates. In fact it is Energy Star rated in all 50 states.

To take advantage of this energy research study, all you need to do is make this glass system available to your customers in Washington and Oregon, and gather feedback on improved comfort and their heating and cooling costs before and after installation.

Best Regards,

Lisa Walters

Lisa Walters