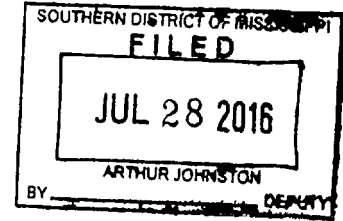


**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**



Archie and Angela Hudson, on behalf of
themselves and all of those similarly
situated

Plaintiffs,

v.

Windows USA, LLC, d/b/a Windows
USA and Alaskan Window Systems; Big
Four Companies, Inc.; and Wells Fargo,
N.A.

Defendants.

Civil Action No. 3:16-cv-596 DPJ-FKB

COMPLAINT

COME NOW the Plaintiffs and prospective Class Representatives, under Federal Rule of Civil Procedure 23, Archie and Angela Hudson, on behalf of herself and all of those similarly situation, who files suit against the above-named Defendants, and plead as follows:

JURY TRIAL DEMANDED

PARTIES

1. The Plaintiffs, Archie and Angela Hudson (“the Hudsons”), are adult citizens of Wayne County, Mississippi, who are husband and wife. The Hudsons reside at 28 Twin Oaks Drive, Waynesboro, Mississippi 39367.

2. The first-named Defendant, Windows USA, LLC (“Windows USA”), d/b/a Windows USA and Alaskan Window Systems, is an Arkansas limited liability company, registered as a foreign company licensed to do business in the state of Mississippi, with its principal place of business located at: 235 Sunshine Road, Royal, Arkansas 71968. Windows

USA may be served with process through its registered agent with the Mississippi Secretary of State's Office: CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232.

3. The second-named Defendant, Big Four Companies, Inc. ("Big Four") is an Arkansas limited liability company, registered as a foreign company licensed to do business in the state of Mississippi, with its principal place of business located at: 235 Sunshine Road, Royal, Arkansas 71968. Windows USA may be served with process through its registered agent with the Mississippi Secretary of State's Office: CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232.

4. Big Four is, upon information and belief, the Managing Member of Windows USA, LLC, and it responsible for the decision-making of the business operating as Windows USA/Alaskan Window Systems, with propinquity of ownership between these two business entities. Big Four is jointly and severally liable for any damages suffered by the wrongful actions of Windows USA, LLC, as pleaded in this Complaint.

5. The third-named Defendant, Wells Fargo, N.A., is a national banking corporation with its principal office address located in Sioux Falls, South Dakota. Wells Fargo may be served with process through its registered agent with the Mississippi Secretary of State's Office: Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

JURISDICTION AND VENUE

6. This Court possesses subject matter jurisdiction over the claims made in this Complaint based upon federal question jurisdiction under The Truth in Lending Act

("TILA"), 15 U.S.C. § 1601, *et. seq.*, as amended. Further, federal diversity jurisdiction exists in this matter, as the Plaintiffs are both citizens of the state of Mississippi, and all three Defendants are citizens are Arkansas and South Dakota/California, respectively. Complete diversity exists between the parties of this action, and the claims of the Plaintiffs, not counting the potential claims of the proposed Rule 23 Class, exceed \$75,000.00.

7. This Court possesses personal jurisdiction over each of the Defendants in this action based upon their substantial and purposeful contacts with Mississippi, the forum state.

8. Venue for this dispute properly lies with this Court, as this litigation involves substantial alleged acts or omissions which occurred in Waynesboro, Wayne County, Mississippi (among other locations, presumably), located within judicial district of the United States District Court for the Southern District of Mississippi.

REQUEST FOR CLASS CERTIFICATION UNDER FEDFERAL RULE OF CIVIL PROCEDURE 23

9. The Hudsons, on behalf of those similarly-situated, seek certification as the class representative for a class action lawsuit, under Rule 23 of the Federal Rules of Civil Procedure.

10. The class sought to be certified under Rule 23 of the Federal Rules of Civil Procedure, with the Hudsons as the class representatives, is all of those who have been victimized by the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing). Presumably, any individual who has

bought from, or otherwise has been financially-injured by, the business practices described in this Complaint is a potential member of the Rule 23 class sought to be certified in this civil action.

11. The Hudsons, as victims of the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing) have been financially-injured by the business practices described in this Complaint.

12. The Hudsons, as the prospective class representatives, and the prospective members of this class, under Federal Rule of Civil Procedure 23, have shared similar injuries, and have suffered from similar forms of financial injury as a sole and proximate result of the deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices of the Defendants, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

13. Specifically, as relates to the appropriated of this proposed class certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Defendants have acted and/or refused to act on grounds generally applicable to the class, making appropriate declaratory and injunctive relief with respect to the Hudsons, and the class as a whole. The proposed class members are entitled to injunctive relief to end the Defendants' common, uniform, and deceptive trade, sales, advertising, and financing practices.

14. Further, the proposed class is so numerous that joinder would be impracticable. Although the precise number of members of the proposed class is currently unknown, this number is far greater than can be feasibly addressed through joinder.

15. The class members of the proposed class also share common questions of fact and law. Among these common questions of fact are law are: (1) whether the Defendants' policies or practices, as relate to the operation of Windows USA/Alaskan Window Systems (and Wells Fargo, as to the financing) are deceptive, unlawful, unconscionable, and fraudulent; (2) whether the Defendants' policies and practices violate the TILA, 15 U.S.C. § 1601 *et seq.*, as amended (and the corresponding, duly-promulgated federal regulations to enforce this statute); and (3) whether monetary damages, injunctive relief, and/or other equitable remedies for the class are warranted.

16. The Hudsons, the proposed class representative, has suffered injuries, and has claims, that are typical of all customers (victims) of the deceptive trade practices described in this Complaint.

17. The Hudsons, as the proposed class representatives (the Class Plaintiffs), will fairly and adequately represent and protect the interests of the members of the class.

FACTS

18. Windows USA's/Alaskan Windows Systems' sales, advertising, and financing (via Wells Fargo) model is based upon deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices. To put in bluntly: the products, the sales practices, the referral-program, and especially, the financing-scheme devised and perpetuated by the Defendants is a fraud and a scam.

19. First, Windows USA/Alaskan Windows Systems knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the alleged savings that its customers will realize on their monthly utility bills. Although the in-home (and incredibly and unconscionably high-pressure) sales force of Windows USA promises its prospective customers an immediate savings of 60-70% on their monthly home electric bills, no such savings occur.

20. Second, Windows USA/Alaskan Windows Systems knowingly, or in a (grossly) negligent manner, and as a matter of standard and customary practice, misrepresent the alleged increase in the appraisal value of the homes of its customers that will be realized following the installation of Windows USA's products. Although the in-home (and incredibly and unconscionably high-pressure) sales force of Windows USA promises its prospective customers an immediate increase in the appraisal value of their homes (generally, 120% of the cost of the Windows USA product – but always more than the cost of the price quoted by the sales representative of Windows USA). Despite these explicit promises (warranties), reasonably relied upon by the prospective customers of Windows USA, no such fair-market-value increases, as appraised, occur.

21. Third, the price of the products and installation, of said products, offered by the high-pressure sales force of Windows USA/Alaskan Windows Systems, is a scheme of bait-and-switch. The actual price of the products offered by Windows USA is not consistent. The sales force of Windows USA, who often refuses to leave prospective customers' homes (despite these in-home appointments regularly running past 10 P.M.) until the Defendants' sales and financing agreements are signed, plays fraudulent games regarding the prices of its

products and services. The sales representatives for Windows USA regularly call their “supervisors” to obtain special, for-you-only, one-night-only, so-called “Savings Vouchers.” The elaborate design around this deception and fraud is consistent with the overall business practices of the Defendants, as it relates to the sales, advertising, and financing of Windows USA products, and even the products, themselves.

22. The financing of the Windows USA customer-purchases (derived from unlawful, deceptive, and unconscionably high-pressure sales tactics, with the sales appointments, themselves, always induced by an elaborate referral-scheme of \$100 Wal-Mart gift cards) is deceptive, fraudulent, unlawful, and unconscionable. Specifically, this allegation refers to the exclusive-financing relationship that exists between Windows USA/Alaskan Windows Systems and Wells Fargo Bank, whereby customers are led to believe that they are applying for a traditional, closed-end loan only for the amount of the ever-shifting price quoted by the Windows USA sales representative. In fact, the Defendants actually trick or otherwise induce, without the required disclosures about the nature of the credit-application being executed, the customers to apply for what turns out to be a Visa Home Projects credit card, issued by Wells Fargo bank.

23. As a standard practice, Windows USA’s sales force completes all paperwork that is executed during these late-night, in-home appointments, and then simply gets the customers to sign the paperwork that was filled out by the Windows USA sales representative.

24. This practice, pleaded in the paragraph above, is aimed by the Defendants at deceiving and /or concealing from the prospective customers of Windows USA/Wells

Fargo: (1) the nature and quality of the actual products they are purchasing; (2) the many terms and conditions that apply to Windows USA's so-called "100% Satisfaction Guarantee" program; and (3) the financing terms – and the fact that a Visa Home Projects Program credit card is being applied for – of the transaction. This practice of the Defendants, among constituting various other torts, breaches of express warranties and implied covenants, and statutory-violations, is an unlawful violation of the Truth in Lending Act.

25. On December 9, 2015, the Hudsons, induced by the unconscionable and sleazy Wal-Mart Gift Card Referral Program of Windows USA, allowed a sales representative of that company to make an in-home demonstration of the Windows USA/Alaskan Windows Systems product(s).

26. During this December 9, 2015, in-home demonstration, Windows USA sales representative, Aaron Williams: (1) promised (expressly-warranted) the Hudsons that they would 100%, without qualification, realize a savings of 60-70% on their monthly electric bills, from the date that the Windows USA products are first installed; (2) promised (expressly-warranted) the Hudsons that they would 100%, without qualification, realize an immediate increase in the appraised fair-market-value of their home of at least the cost of the windows, \$9,840.00, from the date that the Windows USA products are first installed; (3) filled out all paperwork (much of which is was printed out from the Hudsons own printer) and, while misrepresenting and/or concealing the fact that a credit card was being applied for (the financing was always described as an unsecured, closed-end "loan from Wells Fargo"), instructed the Hudsons just so sign all of the forms without reading them (the sales representative would describe the terms of the documents), as it was already past 10.P.M.;

and (4) promised the Hudsons, without any qualification, that if they are “ever less than 100% satisfied” with the Windows USA windows, then they would get a full refund.

27. All of the above promises made by Windows USA sales representative, Aaron Williams, were not true, or were deceptive and fraudulent.

28. The Invoice and Right to Cancel form, filled out by Windows USA sales representative, Aaron Williams, which the Hudsons were deceived and tricked into signed, is attached, and incorporated into, this Complaint as Exhibit “1”. It is important to note that the three-day right-to-cancel period in this Windows USA contract expired long before Windows USA actually installed its products at the Hudsons’ home.

29. The high-pressure, bait-and-switch, and deceptive practice of Windows USA/Alaskan Windows Systems of offering so-called “limited time”, “one-night-only” discounts (that are likely not even discounts, as the original quoted-price is almost certainly inflated) is represented by the “Express Custom Window Order” program form, executed by the Hudsons is attached, and hereby incorporated into, this Complaint as Exhibit “2”.

30. The deceptive and fraudulent “Estimated Project Savings” form provided to the Hudsons by Windows USA Sales Representative, Aaron Williams, which Mr. Williams explicitly, but only orally, stated to the Hudson was not an estimate, but a guarantee, and which shows a 10-year “Estimated Project Savings (E.P.S.)” of \$14,997 is attached, and hereby incorporated into, this Complaint as Exhibit “3”.

31. The highly fraudulent and deceptive “Windows USA Finance Term Review and Disclosure” form – the central form that Windows USA and Wells Fargo use to trick, misrepresent, and deceive their prospective customers as it related to the practices at issue in

this Complaint – that was used by the Defendants to deceive, mislead, and defraud the Hudsons is attached, and hereby incorporate into, this Complaint as Exhibit “4”. It is essential to note several facts about the fraudulent and deception Windows USA Finance Term Review and Disclosure Form, Ex. 4: (1) the numbers of payments, and the amount of payments, at the interest rate listed in this form, are intentionally incorrect, for the purpose of inducing prospective customers to agree to the sale and financing terms; (2) the Finance Term Review and Disclosure form does **not** disclose that a Visa Home Projects Program credit card is the actual financing-vehicle for this transaction; (3) the Finance Term Review and Disclosure form fraudulently represents that “Financing Provided By Wells Fargo Financial National Bank”, when it is, in fact, provided by a Visa Home Projects Program credit card; and (4) the Finance Term Review and Disclosure form fraudulently represents that “this UNSECURED line of credit has been approved as a FIXED interest rate of 10.99%”, when it is, in fact, provided by a Visa Home Projects Program credit card that carries an interest rate of 27.99% APR.

32. The Visa credit card application, completely filled out by Windows USA sales representative, Aaron Williams, which was represented to the Hudsons as a Wells Fargo closed-end loan form (consistent with the fraudulent terms on the Finance Term Review and Disclosure form provided to the Hudsons, which the Hudsons were incorrectly told contained **all** of the finance terms for their transaction with Windows USA), is attached, and incorporated into, this Complaint as Exhibit “5”. The terms of this Agreement are entirely unenforceable, as the Hudsons’ execution of Ex. 5 to this Complaint was induced by fraud, and constitutes a fraud-in-the-factum of what was being signed.

33. A copy of the image of the credit card that ended up being issued to the Hudsons, unbeknownst to them, is attached, and incorporated into, this Complaint as Exhibit “6”.

34. A collection of the immense amount of Windows USA Referral-Program marketing materials, left with the Hudsons, is attached, and hereby incorporated into, this Complaint as Collective Exhibit “7”. These materials illustrate the high-pressure, unconscionable, deceptive, and just plain sleazy nature of the sales practices of Windows USA/Alaskan Windows Systems, at issue in this lawsuit.

35. A collection of the immense amount of Windows USA marketing materials, left with the Hudsons, that promise customers “100% Satisfaction,” “a 100% Guarantee”, and which make other false claims regarding the quality of the products and services of Windows USA is attached, and hereby incorporated into, this Complaint as Collective Exhibit “8”. These materials illustrate some of the many deceptive and false claims that Windows USA/Alaskan Windows Systems makes to its prospective customers, and which are at issue in this lawsuit.

36. A collection of Windows USA marketing materials, left with the Hudsons, that showcase the high-pressure sales tactics, and false claims of “limited time savings”, is attached, and hereby incorporated into, this Complaint as Collective Exhibit “9”. These materials illustrate some of the many deceptive, false, or otherwise unconscionable claims that Windows USA/Alaskan Windows Systems makes to its prospective customers, and which are at issue in this lawsuit.

37. The Hudsons are not 100% satisfied with the quality, or installation, of their Windows USA/Alaskan Windows Systems products.

38. The Hudsons have not realized any noticeable savings on their monthly electric bills, as promised by Windows USA.

39. The Hudsons have not realized any increase in the fair-market-value of their home as a result of the installation of the Windows USA/Alaskan Windows Systems windows, as promised by Windows USA.

40. The Hudsons have been deceived, tricked, and defrauded into signing up for a Visa Home Projects Program credit card, as a result of the wrongful and deceptive acts of the Defendants.

41. Windows USA misrepresents and deceives its prospective customers regarding the so-called state-of-the art, high-tech nature of its windows, which, in reality, are nothing more than over-priced double-pane windows. This deception occurs for the purpose of a wrongful pecuniary gain by the Defendants.

42. The Hudsons have suffered severe financial damages, including damages stemming from the ruination of their credit history, as a result of the wrongful and deceptive acts committed by the Defendants, and pleaded in this Complaint.

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COUNT ONE – VIOLATIONS OF TRUTH IN LENDING ACT, AS AMENDED,
15 U.S.C. § 1601 ET. SEQ.

43. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

44. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious violations of the Truth in Lending Act, as amended, 15 U.S.C. § 1601, *et. seq.* In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

45. The above wrongful acts have solely and proximately caused the Hudsons severe financial damages.

46. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that is appropriate under the Truth in Lending Act, or that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT TWO – FRAUD

47. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

48. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent, unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

49. The above wrongful acts have solely and proximately caused the Hudsons severe financial damages.

50. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT THREE – BREACHES OF CONTRACT (EXPRESS WARRANTIES)

51. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

52. The Defendants have violated the terms of the express promises made to the Hudsons, and upon which the Hudsons reasonably relied, regarding the following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the Hudsons home, which never occurred; (4) the immediate 60-70% savings that the Hudsons would enjoy on their monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

53. The above violations of express contractual terms have solely and proximately caused the Hudsons severe financial damages.

54. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FOUR – BREACHES OF IMPLIED WARRANTIES AND COVENANTS

55. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

56. The Defendants have violated the terms of many implied warranties and covenants, especially, but not limited to, the implied covenants of good faith and fair dealing,

that they owed to the Hudsons, and upon which the Hudsons reasonably relied, regarding the following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the Hudsons home, which never occurred; (4) the immediate 60-70% savings that the Hudsons would enjoy on their monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

57. The above violations of the implied covenants of good faith and fair dealing have solely and proximately caused the Hudsons severe financial damages.

58. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

COUNT FIVE – (GROSS) NEGLIGENCE

59. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

60. The Defendants have, in a gross, wanton, reckless, and unconscionable manner, violated the standard of care that they owed to the Hudsons, and upon which the Hudsons reasonably relied, regarding the honest and truthful disclosures related to the

following: (1) the quality and performance of the Windows USA products; (2) the financing terms and structure of the transaction at issue in this Complaint; (3) the increase in the fair-market-value of the Hudsons home, which never occurred; (4) the immediate 60-70% savings that the Hudsons would enjoy on their monthly electric bills; and (5) the no-strings-attached, 100% satisfaction guarantee of Windows USA, which is a sham.

61. The above (gross and wanton) violations of the standard of care owed by the Defendants to the Hudsons have solely and proximately caused the Hudsons severe financial damages.

62. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons, on behalf of themselves and all of those similarly situated, demand that they, as the Class Representatives, be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages (in an amount **not less than \$5,000,000.00**), all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

**COUNT SIX – VIOLATIONS OF THE MISSISSIPPI CONSUMER
PROTECTION ACT, MISS. CODE § 75-24-1 ET. SEQ.**

63. The Hudsons incorporate by reference all allegations of all previous paragraphs and further alleges as follows:

64. The Defendants have committed systemic, continual, repeated, knowing, intentional, and malicious misrepresentations of materials facts for the purpose of financial gain. In particular, the Defendants have engaged in a pattern of deceptive, fraudulent,

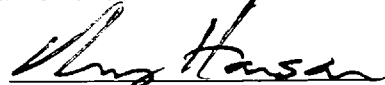
unconscionable, high-pressure, in-home sales, advertising, financing, and business practices, as it relates to operation of the business marketed as Windows USA/Alaskan Windows Systems (and for which Wells Fargo provides exclusive, and deceptive, financing).

65. The above wrongful acts have solely and proximately caused the Hudsons severe financial damages. These wrongful acts also constitute violations of the Mississippi Consumer Protection Act, Miss. Code 75-24-1 *et. seq.*

66. BASED UPON THE ABOVE-PLEADED ALLEGATIONS, the Hudsons demand that they be awarded damages in an amount that shall be proved to finder-of-fact at trial. However, these pleaded-damages include, but are not limited to: actual damages, compensatory damages, punitive damages, all attorneys' fees, all costs of litigation, expenses, all legal pre and post-judgment interest, and all other relief that the Court finds to be just and equitable under the facts to be proven at trial.

THIS, the 25th day of July, 2016.

ARCHIE and ANGELA
HUDSON, on behalf of themselves
and all of those similarly situated

By: 
Macy D. Hanson
Attorney for the Plaintiffs

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INVOICE AND NOTICE OF RIGHT TO CANCEL

182765

INVOICE

Merchant ID #	4 7 0 5 0 0 0 2 4 1 0 1 5 5 3
Acct. #	6145
Buyer Name	Archie Hudson
Buyer Address	28 Sun Oaks Dr
Buyer City/State/ZIP	Raynesboro, MS 39367
Seller Business Name	Windows USA
Seller Address	235 Sunshine Rd. - P.O. Box 222
Seller City/State/ZIP	Royal, AR 71603
Seller Phone #	800-211-9005
Salesperson	Archie
Seller License #	
License Classification	

CREDIT TERM PLAN NO.	2260	AUTHORIZATION #	004839
MERCHANT TICKET/INVOICE #		DESCRIPTION	Windows
		TOTAL AMOUNT FINANCED	9840
TERMS OF PURCHASE: Regular Rate with Regular Payments unless Special Terms are indicated below. If Special Terms, complete only one box below:			
No Interest if Paid in Full* within _____ Months with Regular Payments	Special Rate (Equal Pay): _____ % APR Equal Payments	Special Rate (Reduced APR): 10.92 % APR Custom Payment	

***Special Terms and APR Information**

If your special terms promotion is No Interest if Paid in Full, you will be charged no interest if paid in full by the end of the special terms period. If the balance is not paid in full by the end of the period, interest will be imposed from the date of purchase at the applicable rate disclosed below. Applicable Rates:

If your account was opened:	your APR will be:
on or after September 28, 2010	27.99% This APR will vary with the market based on the U.S. Prime Rate.
between February 22, 2010 - September 27, 2010	25.99% This APR will vary with the market based on the U.S. Prime Rate.
between March 1, 2009 - February 21, 2010	23.90%
between December 27, 2007 - February 28, 2009	21.90%
prior to December 27, 2007	17.90%

If you are not sure when your account was opened, you may call Wells Fargo Financial National Bank at 1-800-459-8451. Representatives are available Monday through Friday, 8 a.m. to 6 p.m. Central time.

TERMS. This transaction is under your Credit Card Agreement with Wells Fargo Financial National Bank ("the Bank").

SECURITY INTEREST. Where applicable, you give the Bank a purchase-money security interest on goods purchased in this transaction. The Bank will not claim a security interest or other lien (except judgment liens) in your principal dwelling. You agree that any property described in this invoice will remain personal property and will not become a fixture even if attached to real property.

NOTICE TO BUYER

1. Do not sign this invoice if any of the spaces intended for the agreed terms to the extent of then available information are left blank.
2. You are entitled to a copy of this invoice at the time you sign it.
3. You may at any time pay off the full unpaid balance due under this invoice.
4. The Seller has no right to enter unlawfully your premises or commit any breach of the peace to repossess goods purchased under this invoice.
5. You may cancel this transaction if it has not been signed at the main office or branch office of the Seller, provided you notify the Seller not later than midnight of third business day (fifth business day in Alaska, fifteenth business day in North Dakota if you are 65 or older) after the day of the transaction (or, in Utah, after the day of the transaction or receipt of the product, whichever is later). See the below Notice of Right to Cancel for an explanation of buyer's rights.

Buyer Signature Archie Hudson Buyer Signature Archie Hudson Date 12/19/15

BUYER'S RIGHT TO CANCEL

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (FIFTH BUSINESS DAY IN ALASKA, FIFTEENTH BUSINESS DAY IN NORTH DAKOTA IF YOU ARE 65 OR OLDER) AFTER THE DATE OF THIS TRANSACTION (OR, IN UTAH, AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER). SEE THE BELOW NOTICE OF RIGHT TO CANCEL FORM FOR AN EXPLANATION OF THIS RIGHT. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES YOU MAY POSSESS. IF YOU CANCEL, THE SELLER MAY NOT KEEP ANY OF YOUR DOWN PAYMENT. ADDITIONALLY, IN MICHIGAN, THE SELLER IS PROHIBITED FROM HAVING AN INDEPENDENT COURIER SERVICE OR OTHER THIRD PARTY PICK UP YOUR PAYMENT AT YOUR RESIDENCE BEFORE THE END OF THE 3-BUSINESS-DAY PERIOD IN WHICH YOU CAN CANCEL THE TRANSACTION.

NOTICE OF RIGHT TO CANCEL

Enter date of transaction: 12/19/15 Date (1)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS (FIVE BUSINESS DAYS IN ALASKA, FIFTEEN BUSINESS DAYS IN NORTH DAKOTA IF YOU ARE 65 OR OLDER) FROM THE ABOVE DATE (OR, IN UTAH, AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE PRODUCT, WHICHEVER IS LATER).

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF THE SELLER DOES NOT PROVIDE INSTRUCTIONS FOR THE RETURN OF THE GOODS TO THE SELLER OR IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF RIGHT TO CANCEL (OR, IN INDIANA, WITHIN 20 DAYS OF THE DATE OF RECEIPT OF YOUR NOTICE OF RIGHT TO CANCEL OR 10 DAYS OF RETURNING PAYMENT OR OTHER CONSIDERATION TO YOU, WHICHEVER IS EARLIER), YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU MAY REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THIS CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, (WHICH, IN CALIFORNIA, MAY INCLUDE EMAIL OR FAX NOTICE) OR SEND A TELEGRAM, TO

WINDOWS USA

AT

235 Sunshine Rd. - P.O. Box 222, Royal, AR 71603

Seller Name

Seller Address (no PO Boxes)/City/State/Zip

NOT LATER THAN MIDNIGHT OF 12/15/15 Date (2)

I HEREBY CANCEL THIS TRANSACTION.

Date

Buyer Signature

CONSUMER NOTE / NON-NEGOTIABLE CONSUMER NOTE / CONSUMER PAPER / THIS IS A CONSUMER CREDIT DOCUMENT

IN ARIZONA: This instrument is based upon a home solicitation sale, which is subject to the provisions of Title 44, Chapter 15. This instrument is not negotiable.
 IN CONNECTICUT: This instrument is based upon a home solicitation sale, which sale is subject to the provisions of the Home Solicitation Sales Act.
 IN NORTH DAKOTA: This instrument is based upon a personal solicitation sale, which is subject to the provisions of the North Dakota Century Code.
 IN WISCONSIN: This is a home improvement instrument and is non-negotiable. Every holder takes subject to all other claims and defenses of the consumer.

Windows Designed
with the Future in Mind

EXPRESS
CUSTOM WINDOW ORDER



ORDER # _____
NAME Angela & Archie Hudson
ADDRESS 28 Twin Oaks Dr
CITY Waynesboro STATE MS
PHONE 601 410 3440

How was the promotional factory incentive
applied to the purchase? (Please Initial)

☐ \$ _____ Wal-Mart Gift Card

☐ \$ _____ Rebate Check

☒ \$ 500 Price Deduction ARH

We grant Windows USA permission to manufacture custom Alaskan Thermal windows for my home located at the above address.

Because the windows are custom made to fit the exact window sizes, we are assuming responsibility once they are manufactured.

**WINDOWS USA GUARANTEES YOUR COMPLETE
SATISFACTION WITH OUR PRODUCTS AND SERVICE.
YOU DO NOT OWE A PENNY UNTIL YOU ARE HAPPY!**

Angela M. Hudson 12/9/15
Name Date

x Archie R. Hudson 12/9/15
Name Date

Archie R. Hudson
Windows USA

Lead Pamphlet Confirmation:

We confirm that we have received a copy of the pamphlet regarding the potential risk of lead hazard exposure from renovations to be performed in my home prior to the commencement of work.





Estimated Projected Savings^{*}

(E.P.S.)

The  Super Vinyl Window System has passed strict government testing and bears the EnergyStar[®] Seal of Approval.



Prepared for:

MR. & MRS. HUDSON
28 TWIN OAKS DRIVE
WAYNESBORO MS 39367



E.P.S. Factors	5 Years	10 Years
Heating & Cooling Savings ¹	\$1,080	\$2,520
Maintenance-Free Savings ²	\$300	\$600
Referral Participation Fees ³	\$800	\$1,600
Retained Real Property Value ⁴	\$10,277	\$10,277
Total E.P.S.	\$12,457	\$14,997

¹ Savings are conservative estimates based on independent research of energy consumption, energy costs, and savings calculations provided by the Department of Energy, Energy Star[®], Consumer Reports[®], and the US Labor Bureau of Statistics.

² Savings are conservative estimates based on independent survey composite studies of annual maintenance and repair expenditures.

³ Fees are based on entire customer population and average annual referral participation. Results can greatly vary based upon increased or decreased participation.

⁴ Values provided from the 2010-2011 Cost vs. Value Data provided by Hanley-Wood Media, independently focused on residential and commercial construction data compilation.

*Estimated Projected Savings (E.P.S.) factors used in determining estimated savings are previous energy consumption, active referral participation, normal maintenance procedures, and condition and type of existing windows. Windows USA[®] and its representatives cannot guarantee specific or quoted percentages, savings, or values. Energy savings are affected by other factors, i.e. heating and cooling units, water heaters, interior and exterior lighting, and appliances will affect overall energy performance in a home. E.P.S. also takes into account that each home must be properly insulated and doors weatherized. All referrals submitted must meet minimum qualifications of home ownership, no previous participation in a Windows USA[®] promotion, agreement to schedule an appointment, and meet minimum pre-screening criteria provided by Credit Services Corporation (CSC), a division of Equifax. Referral bonuses are not guaranteed and vary based upon individual participation.

I have read and understand the principal involved in determining individual projected savings.

Homeowner

Angela M. Hudson

Homeowner

Archie R. Hudson



Archie Hudson
28 Twin Oaks Drive
Waynesboro, MS 39367

Windows USA® Finance Term Review and Disclosure

Total Amount of Sale	<u>\$9,840</u>
Total Amount to be Financed	<u>\$9,840</u>
* Minimum Required Payment <small>[2% of largest balance]</small>	<u>\$197</u>
Annual Percentage Rate	<u>10.99%</u>
Days to 1 st Payment after Completion	<u>30 Days</u>



FINANCING PROVIDED BY WELLS FARGO FINANCIAL NATIONAL BANK

Payment Options

This is an unsecured loan and can be paid off at any time without penalty. Take advantage of the options listed below to save time and money in paying off your account sooner.

Your minimum payment is only \$197 for 67 months!

If you pay an extra **\$58** per month...

You will pay off your loan in only **48** months!

If you pay an extra **\$126** per month...

You will pay off your loan in only **36** months!

Customer Signature

X Angela M. Hudson

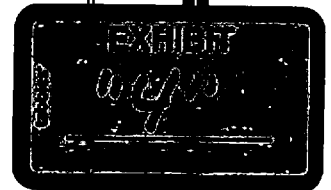
Customer Signature

X Archie R. Hudson

Windows USA Representative

X Carly Miller

Congratulations! Based on your excellent credit history, this UNSECURED line of credit has been approved at a FIXED interest rate of 10.99% in accordance with the terms of the loan agreement through Wells Fargo Financial National Bank.



Home Projects® Visa® Credit Card Account Application

Pages 1-2 and 5-10 of the Application are given to the applicant(s) for their records. The Merchant detaches pages 3-4 and follows their Instructions and Procedures for application storage and submission with Wells Fargo Financial National Bank. The address for submitting applications for document retention is: Wells Fargo Retail Services, MAC X2599-027, 800 Walnut Street, Des Moines, IA 50309.

VISA

Merchant Name (required) Windows USA		MERCHANT USE ONLY		V0240(1114)	
Merchant # (required) 470500024191553		Merchant Phone # 800-272-2085		Sales Associate	
Customer Acct. # (required)		Credit Limit Requested		Purchase Amount	
Viewed Applicant Federal or State ID: <input type="checkbox"/> Yes <input type="checkbox"/> No		Issuance State		Ex. Date (mm/yy)	
Viewed Co-Applicant Federal or State ID: <input type="checkbox"/> Yes <input type="checkbox"/> No		Issuance State		Ex. Date (mm/yy)	

APPLICANT(S) INFORMATION (PLEASE PRINT)			Check Account Choice: <input checked="" type="checkbox"/> Individual <input checked="" type="checkbox"/> Joint		
Applicant First Name Angela			Last Name Hudson		
Date of Birth (mm/dd/yyyy) 12/22/1965			Social Security # 4251338558		
Physical Street Address & Unit/Apt # (if any) 28 twin Oaks DR			PO. Box (if any)		
City Waynesboro			State MS		
E-mail Address			Zip Code 39367		
Home Phone # 601-410-1903		Cell Phone # 601-410-1903		Work Phone # 601-735-1108	
Net Annual Income* 35,000		Employer Carlisle Agency LLC			

*You may include income that you earn or own, including funds regularly deposited into accounts you own. If you are age 21 or older, you may also include accessible income which is not earned or owned by you but is regularly accessed or used to pay your expenses. You need not list income from alimony, child support, or separate maintenance payments unless you wish it considered as a basis for repaying this obligation.

MARRIED WISCONSIN RESIDENTS: If you are applying either individually or jointly with someone other than your spouse, please contact us immediately at: 1-855-412-2787 and provide us with the name and address of your spouse. We are required by law to inform your spouse that you have opened an account with us.

Co-Applicant First Name Archie			Last Name Hudson		
Date of Birth (mm/dd/yyyy) 09/11/1968			Social Security # 427272545		
Physical Street Address & Unit/Apt # (if any) 28 twin Oaks DR			PO. Box (if any)		
City Waynesboro			State MS		
E-mail Address			Zip Code 39367		
Home Phone # 601-410-3440		Cell Phone # 601-410-3440		Work Phone #	
Net Annual Income*		Employer			

*You may include income that you earn or own, including funds regularly deposited into accounts you own. If you are age 21 or older, you may also include accessible income which is not earned or owned by you but is regularly accessed or used to pay your expenses. You need not list income from alimony, child support, or separate maintenance payments unless you wish it considered as a basis for repaying this obligation.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ACKNOWLEDGEMENT: You acknowledge receipt of a copy of the Credit Card Agreement including the Important Terms of Your Credit Card Account. You acknowledge the existence of the Arbitration Agreement contained in the Credit Card Agreement and you specifically agree to be bound by its terms.

You acknowledge receipt of a copy of the Wells Fargo Financial National Bank Privacy Notice.

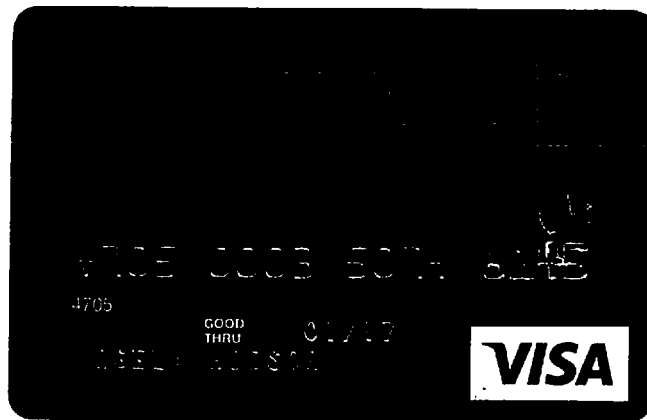
Please refer to your Credit Card Agreement, including the Important Terms of Your Credit Card Account, for additional information about rates, fees and other costs.

SIGNATURE: Your signature means that you have read and agree to the terms of our Credit Card Agreement, including the Important Terms of Your Credit Card Account, and our Arbitration Agreement. You acknowledge receipt of a copy of our Credit Card Agreement, our Arbitration Agreement and the Wells Fargo Financial National Bank Privacy Notice. You give us and we will retain a purchase-money security interest in goods purchased under this Agreement.

If this credit application is for joint credit, you acknowledge that you intend to apply for joint credit that you both will use.

Signature of Applicant <i>Angela M. Hudson</i>	Date 12/9/15	Signature of Co-Applicant <i>Archie R. Hudson</i>	Date 12-9-15
---	------------------------	--	------------------------

EXHIBIT
"5"



WINDOWS USA

wants to give back to our loyal customers

YOU CAN MAKE THOUSANDS OF DOLLARS IN REFERRAL INCENTIVES!

**Over \$2,000,000
will be awarded
to our customers
this year!**

Each and every time we make a demonstration to anyone that you refer to us, Windows USA® will pay them \$100 and will also pay you \$100!

It's fast, fun and every homeowner is interested in finding out how our great windows can pay for themselves.



NO PURCHASE NECESSARY



CONVENIENT SCHEDULING



**Take a look at the referral bonuses
awarded to these great customers!**

Virginia W. (Clinton, AR) \$6,800

Lloyd & Ruby U. (Florence, AL) \$5,300

Richard & Reba F. (Albany, KY) \$5,300



1-800-272-2085 Ext. 2299

For future referrals, please contact our Referral Department.

The Windows USA® Referral Program is available for homeowners in the near future. Your referrals must not have new vinyl window in-home demonstration and estimating that takes approximately 15 minutes. Your referral must also agree to allow Windows USA promotional offer is extended only to those homeowners who have passed a pre-approved screening process. All referral bonuses and qualifications subject to change.

EXHIBIT

"7"

with a legitimate window need and the ability to purchase windows in-home. All homeowners and decision makers must be available for the demonstration and valid for a referral that has previously participated in a past Windows USA demonstration to schedule a convenient time for the demonstration. Windows USA will pay \$100 to the homeowner and who have fulfilled the qualifications stated above and also have received the in-home demonstration and receipt of estimate. Program



Windows USA® will pay you \$100 CASH!

\$100 CASH just for referring someone to
receive a free, no obligation estimate.

Our Referral Program is a one-of-a-kind, no nonsense program that is remarkably successful. Contact your family and friends, co-workers and neighbors - they will be glad you did. There is no obligation to purchase anything and your referrals will receive a \$100 Wal-Mart Gift Card at the time of their demonstration. It's that simple!

Please PRINT and contact ALL referrals before submitting to our office.

Get Started
NOW!!

Job #: 127780 Hei Customer Name: Angela Hudson

Name: Spouse:

Address:

City/State/Zip:

Phone: Alt. Phone:

E-Mail: Relation: Available Before Noon: ☐

Name: Spouse:

Address:

City/State/Zip:

Phone: Alt. Phone:

E-Mail: Relation: Available Before Noon: ☐

Name: Spouse:

Address:

City/State/Zip:

Phone: Alt. Phone:

E-Mail: Relation: Available Before Noon: ☐

Name: Spouse:

Address:

City/State/Zip:

Phone: Alt. Phone:

E-Mail: Relation: Available Before Noon: ☐

WINDOWS USA

wants to **give back**
to our **loyal customers!**

\$100 CASH

Just for referring someone to receive
a free, no obligation estimate!

Over \$2,000,000.00
will be awarded to our
customers this year!



You can make **hundreds,**
even **thousands of dollars**
in referral incentives!

- No purchase necessary
- Fast, fun, friendly in-home demonstration
- Convenient scheduling
- Referral also receives \$100 Cash!

Get Started **NOW!**

1-800-272-2085
windowsusa.com

YOUR ROAD MAP TO REFERRAL SUCCESS



FAMILY

The easiest referrals are family members and they would love to help you out. Look around and you will be amazed at how many potential referrals there are with immediate family and other relatives.

Appointments are always scheduled at their convenience with no obligation to purchase anything.



NEIGHBORS

When they see your new windows, they will want to know more about them. Simply send in their information and let us do the rest.

TIP

Write a quick letter to your neighbors telling them about your new windows.



OCCASIONAL

We all have those occasional events (social groups, birthday parties, graduations, sporting events, holiday parties, etc.) that we see people that we haven't seen in a long time. This is a great opportunity to tell them about your new windows and an opportunity for them to receive **\$100.00 AND A FREE ESTIMATE.**

TIP

Review your email list of addresses. Send a quick email about your new windows and tell them how they can receive **\$100.00** just for receiving an estimate.



FRIENDS

It's not just about your closest friends. It's about all of your friends. How often do you run into an old friend running errands or at church? Tell them about your new windows and our great referral program.

Use social media to reach out and post pictures (before and after) of your new windows inviting them to receive a **FREE ESTIMATE.**



CO-WORKERS

Many of our closest relationships are coworkers and business associates. Don't forget they would like **\$100.00** also!

Post pictures (before and after) in your break room or send an email inviting them to contact you for more information.



TIP

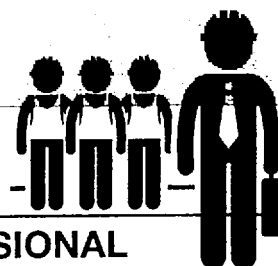


PROFESSIONAL

Think about all of the people that you know and meet throughout your week that would love to hear about your new windows. (Barbers, Handymen, Lawn Service, Mail Delivery, Package Delivery, Dry Cleaners, Grocers, and so many more)

TIP

\$100.00 WAL-MART GIFT CARD is presented to the referral at the time of the demonstration. **NO WAIT!**



DON'T BE SHY!

They won't know about it unless you tell them. Don't miss out on receiving hundreds, even thousands in referral incentives just for referring others to receive a **FREE, NO OBLIGATION** estimate.



SUCCESS!



Windows Designed
with the Future in Mind



Referral Coupon Booklet

1-800-272-2085 Ext. 2299 or visit
us on the web at www.windowsusa.com

\$100 CASH

Just for referring someone who receives
a free, no obligation estimate!

- No purchase necessary
- Convenient scheduling
- Fast, fun, friendly
in-home demonstration
- Referral also receives
\$100 Cash!
- **GET STARTED NOW!**



Over \$2,000,000.00
will be awarded to our
customers this year!

Windows USA®
wants to give back
to our loyal customers!

You can make hundreds, even thousands
of dollars in referral incentives!

Date Mailed

Name of Referral

Each and every time we are able to
make a demonstration to anyone
you refer to us (friends, relatives,
coworkers, neighbors, anybody)
Windows USA® will pay them
\$100.00 CASH, and we will also pay
you **\$100.00 CASH**.

REFERRED BY:

Name: _____ Spouse: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Alternate Phone #: _____

E-mail Address: _____

I'M REFERRING:

Available for appointment before noon? ☐

Name: _____ Spouse: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Alternate Phone #: _____

E-mail Address: _____



For faster responses, visit us at: **www.windowsusa.com**



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 19 HOT SPRINGS AR

POSTAGE WILL BE PAID BY ADDRESSEE

WINDOWS USA

PO BOX 22688

HOT SPRINGS AR 71903-9949



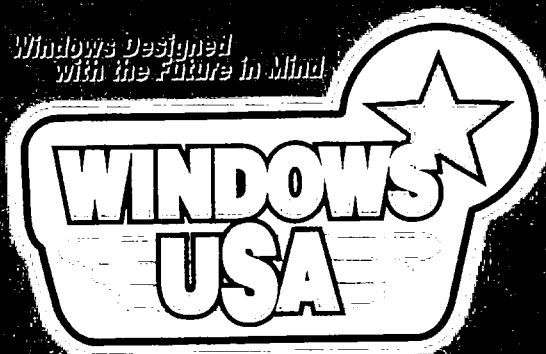
1-800-272-2085

Ext 2299

or

visit us on the web at

www.windowsusa.com



1-800-272-2005

Ext 2299

or visit us on the web at www.windowsusa.com



Windows USA® Referral Program

Terms and Conditions

As a preferred customer, our goal is that you have a successful experience throughout your participation in our exclusive referral program. It is a fast, fun, and easy way to earn several hundred dollars a year with very little time and effort. As a customer courtesy, we want to provide information regarding the requirements for participation in the program. Please take a moment to read over the following requirements that will provide for faster, more convenient scheduling of your referrals.

Windows USA® is a national retailer, receiving thousands of referrals from across most of the country. This requires a great deal of coordination with representatives and precise scheduling of these potential referrals on a routine basis. Please be patient in our efforts to contact your referral as we will schedule appointments at the earliest available time(s).

Program Qualifications:

- ☐ There is no purchase necessary to receive the Referral Bonus.
- ☐ Homeowners only. No Renters.
- ☐ All homeowners must be present for the demonstration.
- ☐ This offer does not apply to previous participants in a Windows USA® promotion.
- ☐ All referrals must agree to allow Windows USA® to contact them by phone in compliance with the Federal No-Call Regulations.
- ☐ No new vinyl windows. Aluminum or wood windows preferred.

Consumer Privacy Protection Act (2002)

Windows USA® promotional offer is extended only to those homeowners referred to us by our past customers and who have fulfilled the qualifications stated above and also have passed a pre-approved screening process provided by Credit Services Corporation (CSC), a Division of Equifax. CSC reserves the right to disqualify referrals without disclosure of personal or private information. This is in accordance with the State and Federal regulations. As a result of the Consumer Privacy Protection Act, Windows USA® cannot disclose any information pertaining to exclusion of any referrals in this promotion.



From the desk of Sharon Kersey.....

Windows USA

I want to personally thank you for your recent purchase and the trust that you have shown in Windows USA. I know you are going to love your Alaskan Energy Star Windows. Currently I am working on the schedule for our AAMA Installation Technician and I will touch base with you soon to discuss the details of your installation and find a convenient time for you.

As we discussed, I have enclosed a referral program form and also the program terms and conditions. Please take a moment to review this information and if you have any questions, I will be contacting you soon.

When our Installation Technician finishes installing your new vinyl windows he will pick up this referral form from you. Please print your referral names and information on this form and we will begin our contacting process.

I want to thank you in advance for your participation and look forward to your success with this special referral promotion.

Sincerely,

Sharon Kersey
Installation Department Manager
Windows USA
1-800-272-2085 ext. 2212
www.windowsusa.com



ALASKAN[®] WINDOW SYSTEM

LOVE

Alaskan

Vinyl Frame All Weather Window System

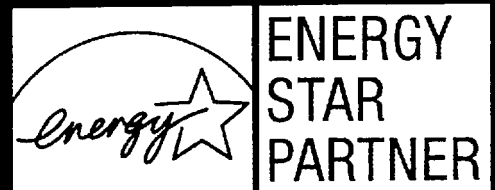


Highest Energy Loss

Lowest Energy Loss

DO YOU KNOW?

Inefficient, drafty windows are generally the most significant source of energy loss in the home!



Summer's HEAT



Nice &

Winter's COLD



Warm

Each year we pay
our customers over
\$2,000,000
in advertising money

Windows USA® wants
to

See Inside for Details

\$100 CASH

Just for referring someone to receive
a free, no-obligation estimate!

A+



BBBSM

**ACCREDITED
BUSINESS**

**Rating For
Excellence
in Customer
Service**



1-800-272-2085



Windows USA is a leading national window and door company. We are currently seeking qualified individuals to join our team. If you are interested in a career opportunity with a growing company, please contact us today. We offer competitive salaries, benefits, and a chance to make a difference in the industry.



1-800-272-2085

www.windowsusa.com

Windows Designed
with the Future in Mind

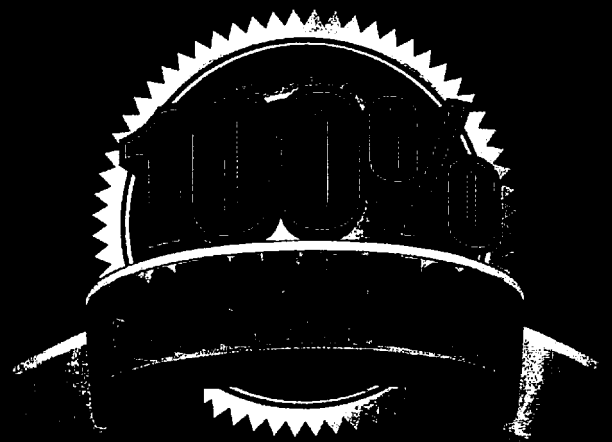


A black and white photograph of a two-story house with a garage. The house has a gabled roof and several windows. To the right of the house, there is a large, stylized American flag waving. The flag has many stars and stripes.

Every window is custom manufactured to insure a **PERFECT FIT** for your home.

We stand behind every product we manufacture to insure an exact fit for your home. We guarantee complete satisfaction with our products, installation, and service.

**Read what our customers
are saying about our
products and installations**



www.windowssusareviews.com

OUR INSTALLATION GUARANTEE

Windows USA has long been recognized as the industry leader in customer satisfaction due to the unsurpassed quality of our products and installation. Here at Windows USA, we don't just promise a good window that's installed right...

WE GUARANTEE IT!



1

**PROFESSIONAL REMOVAL,
DISPOSAL AND CLEANUP**

2

**12-POINT
SEAL INSPECTION**

3

**CUSTOM EXTERIOR
TRIM WEATHERIZATION**

4

**3-ZONE INSULATION
PROTECTION**

5

**EXPERT "WIND AND WATER"
ANALYSIS**



All installation crews are **Licensed, Bonded** and **Insured**.



To most companies, the installation is the end. To us, it's just the beginning.

UPGRADED PROMOTIONAL WARRANTY PACKAGE



The following is at no additional charge to our participating promotional customer. The Windows USA® upgraded warranty extends warranty coverage to the following items:

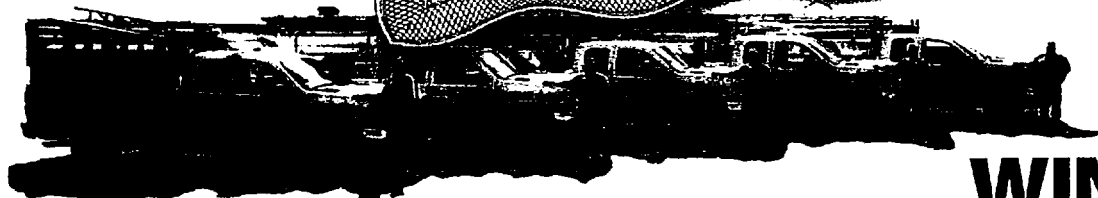
- Glass breakage is covered for as long as the customer resides at the address under the Windows USA® protection plan.
- All framework, locks, and seals are covered under the upgraded warranty.
- Any parts and pieces needed will be shipped by Windows USA® at no expense to the customer.
- All installation of new Alaskan® Energy Star units are covered by Windows USA® including damage to property or windows.
- If the property is sold within 10 years from the purchase date, the upgraded warranty is transferable to the new home owner for a period of 50 years.

I (we) understand that I (we) are receiving the Windows USA® upgraded warranty offered as part of my window package purchase.

Homeowner *x Angela M. Hudson* Homeowner *x Arshad R. Hand*



A+



Unsurpassed as the industry's finest installation and customer service.

**WINDOWS
USA**

Thank You!

Read what some of our customers have to say about how much they love their new windows!

"I have been a customer of Windows USA for many years. I have always been very satisfied with the quality of the windows and the service I have received. I have recommended Windows USA to many of my friends and family members. I am very happy with my choice of Windows USA." *Leo and Doris Grander (Grossett, AR)*

Leo and Doris Grander (Grossett, AR)

"Thank you for the best windows that money can buy. Not only did they lower my monthly bills, they give me peace of mind when my family is home alone. We also love the referral program, and with your help, we will put Windows USA windows in every home. Thank you once again."

Darrell Seely (Fort Worth, TX)

"We really love our new windows, it's the best thing we have done to our home. They are so easy to clean now and we are referring all our friends. The customer service is wonderful and prompt in responding to our needs."

Windows USA Customer Testimonial

"We recently purchased your replacement windows and we wanted to let you know how pleased we are. We were really impressed by the professionalism of the installation crew. The service goes above and beyond and makes a company "World Class" and definitely makes you want to share the experience with others."

Randy and Denise Richardson (Chattanooga, TN)

Read more from satisfied customers at www.windowsusareviews.com



Unsurpassed as the best installation and service in the industry.



"Apples to Apples"

Low Price Guarantee



With **Windows USA®**, you are purchasing America's Premier Vinyl Window System, providing a lifetime of **worry free, unequaled comfort, and energy savings.** And with Windows USA®, we guarantee the lowest prices.

We're so confident that we'll offer you a **180 Day Low Price Guarantee.** That's right, if you beat our price on an installed, comparable vinyl window* within 180 days from the date of purchase, we'll refund 100% of the price difference.

Most importantly, No Worries. Windows USA® gives you the peace of mind of unsurpassed customer service, offering a genuine lifetime warranty which includes a non prorated glass breakage coverage. That's right, if you ever need service or replacement, it won't cost you anything! It's that simple.

**unbeatable
price
guarantee**

We guarantee the best prices on premium vinyl windows, installation, and service.

WINDOWS USA

*Windows USA® takes a "common sense" approach to the low price guarantee, requiring a comparison with a legitimate national or regional manufacturer, such as Windows USA®, combining manufacturing, sales, installation, warranty, and service with their premium quality vinyl window product. Warranty must be lifetime in nature and include all glass breakage. Installing manufacturer/contractor must be registered in their state by issuance of a certificate of authority, bonded and insured with a general liability policy of 1 million dollars, and maintain a satisfactory D&B and BBB rating. The price must be advertised by the company, not a written price quote and comparable window must meet or exceed the following NFRC performance rating:

0.28 U-Factor

0.27 Solar Heat Gain Coefficient

0.49 Visible Light Transmittance

The window must be certified through Energy Star®.

CONGRATULATIONS!

**WINDOWS
USA**



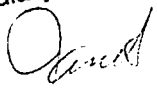
Windows USA
P.O. Box 222
Royal, AR 71968

Please accept sincere Congratulations from the Better Business Bureau for the 40th membership anniversary of Windows USA, an accomplishment of which you and your staff can be very proud. There aren't many companies which have that length of commitment to the higher standards of the BBB, something noteworthy you can communicate to your customers. We know it takes strong dedication from you and your team for such an achievement.

Windows USA sets an incredible example for other BBB members to strive for. We truly appreciate the commitment your company has made to the BBB over the years.

It means a lot to our organization to have the long term support of Windows USA. Congratulations and Happy Anniversary!

Cordially,


Janet J. Robb
President/CEO

A+

Honor Roll
Member

BBB RATING

For excellence in Customer Service

2013-2014

664.0024

When it comes to your home, there's only one choice...



The Right One.

And the difference
is less than

\$5

a month

Contractor Grade Vinyl Window

- Limited warranty w/ exclusions
- Stock size w/ expanders
- Single strength, standard glass inserts
- Vinyl polymer frame construction
- Standard aluminum spacer
- Block and tackle balance
- Approximate weight: 48.6 lbs

ANALYSIS: Contractor Grade Window System

- Limited warranty w/ exclusions
- Stock size w/ expanders
- Single strength, standard glass inserts
- Vinyl polymer frame construction
- Standard aluminum spacer
- Block and tackle balance
- Approximate weight: 48.6 lbs

Isn't your home worth it?

Your home is so much more than just where you live. It's about family, memories, safety, security, investment, and so much more.

Ask one of the 400+ employees and associates that stand behind every window we build for your home.





ALASKAN™

WINDOW SYSTEMS



Beauty

Control

Value
Service

Our commitment to you is about
so much more than windows.



OFFICIAL ENERGY STAR PARTNER



**WINDOWS
USA****MADE IN THE USA
CERTIFIED®**

Every Windows USA window and door product is certified to be made in the USA

This certified seal means that all of our products have been put through rigorous testing standards insuring that the components, manufacturing and assembly are truly "Made in America".

- ★ **NO OUTSOURCING** Many companies of various products claim that their products are "Made in America", however in many cases, the products are assembled in America from components manufactured and shipped from foreign countries.
- ★ **RELIABILITY** Throughout generations, American made products have been recognized and respected for the pride and workmanship that has proven to last for years.
- ★ **QUALITY** Strenuous testing and regulations assure consumers that the product is produced safely and of the highest standards for quality.
- ★ **SUPPORT AMERICA** Purchasing products that have been "Made in the USA Certified" support American jobs and the American economy.

Thank you!

**WINDOWS
USA**

Special message to our customers:

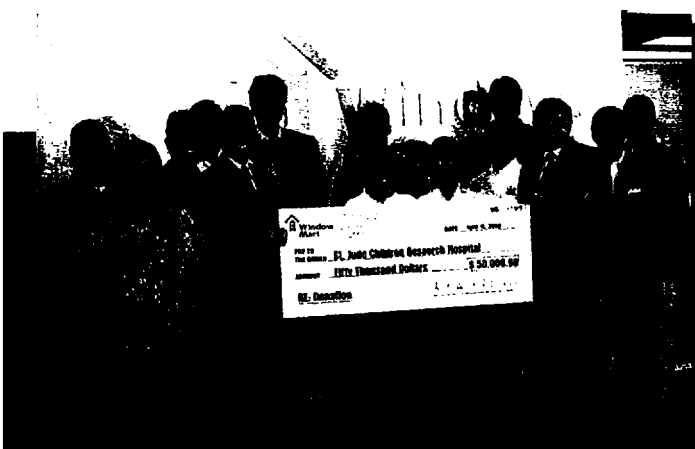
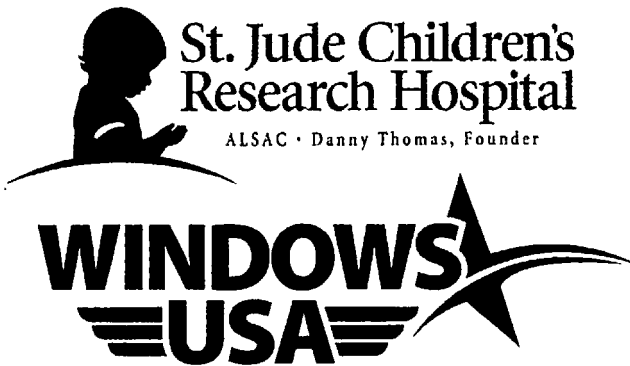


I want to share a **Special Thank You** with our employees and our customers both past and future.

Fifteen short years ago Windows USA® and St. Jude Children's Research Hospital entered into an aluminum recycling program for the benefit of the hospital, which is America's preeminent research facility. St. Jude focuses on the cure and treatment of the most severe and grave childhood diseases.

Thanks to our customers donation of their old aluminum windows, I am very proud to announce that our total donations have now exceeded **one and a half million dollars!**

Again, to customers both past and future, I thank you for helping our employees make this wonderful program so successful.



thanks
a million!

*REF



Mr. & Mrs. Hudson
28 Twin Oaks Drive
Waynesboro, MS 39367
JOB #: 127780

Apr 12, 2016

Dear Mr. & Mrs. Hudson,

I would like to personally thank you for your purchase of the Alaskan® vinyl window system. We here at Windows USA® value you as a customer and want to ensure your 100% satisfaction.

Our records indicate that you have made a request for warranty service. Your service request has been entered into our system and will promptly be taken care of by one of our master craftsmen. We will contact you to set up a convenient time for this.

If you need any further assistance or have any questions, please feel free to contact me at 1-800-272-2085 ext 2381.

Once again, thank you for your business.

Sincerely,

A handwritten signature in cursive script that reads "Melanie Evans".

Melanie Evans
Customer Service Manager, Windows USA®

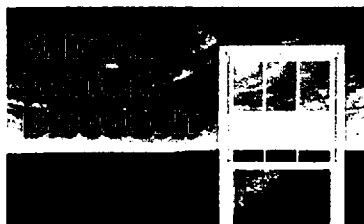
There has never been a better time to get new windows for your home!

SAVE AS MUCH AS



**SPECIAL
FACTORY
INCENTIVE**

up to a
\$1000 value



**SPECIAL
FACTORY
DISCOUNT**

up to a
\$2000 value



**UPGRADED LIFETIME
WARRANTY
PACKAGE**

\$500 value



**DELUXE
EXTERIOR TRIM
PACKAGE**

up to a
\$1500 value





Happy Holidays

SPECIAL FACTORY INCENTIVE

Take advantage of our
Biggest and Best
Holiday Incentive
ever!

Right Now, Windows USA® is offering a limited-time factory direct holiday incentive with the purchase of all AIAA Energy Star Window Systems.

Walmart

Save money. Live better.

\$250

MERCHANDISE

Gift Card



Walmart

Save money. Live better.

\$500

MERCHANDISE

Gift Card



Walmart

Save money. Live better.

\$750

MERCHANDISE

Gift Card



Walmart

Save money. Live better.

\$1000

MERCHANDISE

Gift Card



DON'T WAIT! This special offer is for a limited time only.



CIVIL COVER SHEET 3:16-cv-596 DPJ-FKB

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

Archie and Angela Hudson

DEFENDANTS

Windows USA, LLC; Big Four Companies, Inc.; Wells Fargo, N.A.

(b) County of Residence of First Listed Plaintiff

Wayne County, Mississippi

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

Garland (Arkansas)

(IN U.S. PLAINTIFF CASES ONLY)

JUL 28 2016

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

The Law Office of Macy D. Hanson, PLLC
102 First Choice Drive, Madison, MS 39110
601-853-9521

Attorneys (If Known)

ARTHUR JOHNSTON

BY

DEPUTY

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

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

<input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input checked="" type="checkbox"/> REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> GIMBRIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> PRISONER PETITIONS <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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. Section 1601 et. seq. - The Truth in Lending Act, as amended

Brief description of cause:

Truth in Lending Act Violations and related fraud causes of action

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE
07/25/2016

SIGNATURE OF ATTORNEY OF RECORD

MSB 104177

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

#34643040431