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21 Attorneys for Plaintiffs

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

24 MILES HOUZE, individually and on behalf  
25 of all others similarly situated, SUSAN  
26 HOUZE, individually and on behalf of all  
27 others similarly situated, KEVIN NGAI,  
28 individually and on behalf of all others  
similarly situated, MARCIA PRICE,  
individually and on behalf of all others  
similarly situated, HENRY OKONKWO,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

BRASSCRAFT MANUFACTURING  
COMPANY, a Michigan corporation, EZ-  
FLO INTERNATIONAL, INC., a California  
corporation, and DOES 1 through 1,000,  
inclusive,

Defendants.

Case No.: BC493276

Assigned for all Purposes to:

Judge: Hon. Ann I. Jones

Dept.: SS11

**CLASS ACTION**

**SECOND AMENDED STIPULATED  
FIRST ADDENDUM TO CLASS  
ACTION SETTLEMENT  
AGREEMENT AND RELEASE AS TO  
DEFENDANT EZ-FLO  
INTERNATIONAL, INC.**

Action Filed: October 4, 2012

Trial Date: None Set

Hearing Date: August 27, 2018

Hearing Time: 9:00 a.m.

Hearing Location: Spring Street Dept. 11

1 **AMENDED STIPULATED FIRST ADDENDUM TO CLASS ACTION SETTLEMENT**

2 **AGREEMENT AND RELEASE AS TO DEFENDANT**

3 **EZ-FLO INTERNATIONAL, INC.**

4 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL:**

5 PLEASE TAKE NOTICE THAT in response to certain portions of the Court's May 15,  
6 2018 Notice of Further Briefing Required for Motion for Preliminary Approval of Class Action  
7 Settlement and the Court's accompanying Preliminary Approval of Class Action Settlement  
8 checklist and the Court's tentative rulings issued on June 14, 2018 and July 10, 2018 regarding  
9 Plaintiffs' Motion for Preliminary Approval, Plaintiffs Miles Houze, Susan Houze, Kevin  
10 Ngai, and Marcia Price ("Plaintiffs"), on behalf of themselves and the Settlement Class, and  
11 defendant EZ-Flo International, Inc. (hereinafter "EZ-Flo") (collectively, "Settling Parties")  
12 HEREBY STIPULATE TO AND PROPOSE the following modifications to the Class Action  
13 Settlement Agreement and Release as to EZ-Flo pursuant to Settlement Agreement ¶ 13.6,  
14 which provides that "[t]his Settlement Agreement may be amended or modified only by a  
15 written instrument signed by or on behalf of all Settling Parties or their respective successors-  
16 in-interest."

17 The Settling Parties respectfully request that the Court consider and preliminarily  
18 approve this First Addendum along with the Settlement Agreement at the August 27, 2018  
19 hearing on Plaintiffs' pending Motion for Preliminary Approval of Settlement, Certifying  
20 Provisional Settlement Class, Appointing Settlement Class Counsel, Setting Hearing on Final  
21 Approval of Settlement, and Directing Notice to the Class.

22 If approved, this First Addendum shall modify only the terms from the Settlement  
23 Agreement set forth below and according to the terms and conditions herein and the Settling  
24 Parties will cause the proposed Administrator to publish the First Addendum on the notice and  
25 claims website. All other terms and conditions from the Settlement Agreement shall not be  
26 modified in any way and shall remain in full force and effect if the Court grants preliminary  
27 and final approval of the Settlement.

1 **Proposed Modifications to Settlement Agreement:**

2 **¶ 5.4 (page 19:13-15) is hereby modified as follows:**

3 5.4. Any payments made to Claimants shall be issued by check, each of which shall  
4 become void if not cashed within one hundred eighty (180) days of the date of issuance. **For any**  
5 **payment voided by this provision, the unpaid residue shall revert to EZ-Flo.**

6  
7 **¶ 6.12 (pages 22:26-23:3) is hereby modified as follows:**

8 EZ-Flo shall pay all reasonable costs of the administration of the Settlement Claims,  
9 **which is estimated to total \$425,784**, including reasonable and necessary costs associated with  
10 the Special Master's review of Settlement Claims and appeals. EZ-Flo shall not be responsible  
11 for Claimants' or Class Counsels' attorney fees or costs incurred as a result of any Settlement  
12 Claim appeal.

13  
14 **¶ 8.1 (page 26:10-12) is hereby modified as follows:**

15 Objections must be postmarked no later than **ninety (90)** days after the date of ~~the~~  
16 ~~publication of Notice~~ final publication of the Notice in *Good Housekeeping*, or **February 11,**  
17 **2019.**

18  
19 **¶ 8.2 (pages 26:24-27:19) is hereby modified as follows:**

20 8.2. In addition to the requirements set forth in Paragraph 8.1, objecting Settlement Class  
21 Members must state in writing whether the objecting Settlement Class Member intends to appear  
22 at the Fairness Hearing(s), which shall be conducted to determine final approval of the  
23 settlement, along with the amount properly payable for Attorney Fees, Costs, and All Other  
24 Expenses ("Fairness Hearing"), either with or without separate counsel. ~~No Settlement Class~~  
25 ~~Member shall be entitled to be heard at the Fairness Hearing (whether individually or~~  
26 ~~through separate counsel) or to object to the settlement, and no written Objections or~~  
27 ~~briefs submitted by any Settlement Class Member shall be received or considered by the~~

1 ~~Court at the Fairness Hearing, unless written notice of the Settlement Class Member's~~  
2 ~~intention to appear at the Fairness Hearing and copies of any written Objections or briefs~~  
3 ~~shall have been served on the Notice Administrator on or before sixty (60) days after the~~  
4 ~~date of the publication of the Notice.~~ In addition to its obligations to serve and file Objections,  
5 the Notice Administrator will also serve any Notices of a Settlement Class Member's intention to  
6 appear at the Fairness Hearing and associated briefing received on Class Counsel, Defense  
7 Counsel, and all other parties due notice in this case by Case Anywhere. The Notice  
8 Administrator will also file any such Notices of a Settlement Class Member's intention to appear  
9 at the Fairness Hearing and associated briefing with the Court by filing such documents directly  
10 or arranging for such documents to be filed by Class Counsel or Defense Counsel. **Settlement**  
11 ~~Class Members who fail to serve timely written objections in the manner specified above~~  
12 ~~shall be deemed to have waived any Objections and shall be foreclosed from making any~~  
13 ~~Objection (whether by appeal or otherwise) to the settlement.~~

14  
15 ¶ 8.5 (page 28:21-22) is hereby modified as follows:

16 Any request for exclusion must be postmarked on or before **ninety (90)** days after the  
17 date of ~~the publication of Notice~~ final publication of the Notice in *Good Housekeeping*, or  
18 **February 11, 2019.**

19  
20 **Exhibit 2 (Long Form Notice) and Exhibit 3 (Published Notice) are modified per the**  
21 **attached Revised Exhibit 2 and Revised Exhibit 3.**

22  
23 **The Notice Plan is modified per the attached Exhibit 4, Third Supplemental Declaration of**  
24 **Carla Peak.**

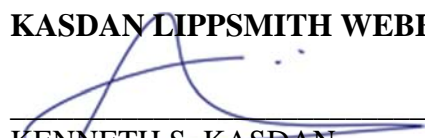
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26 IT IS SO STIPULATED.

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Dated: August 10, 2018

**KASDAN LIPPSMITH WEBER TURNER LLP**


By:

  
KENNETH S. KASDAN  
GRAHAM B. LIPPSMITH  
MICHAEL D. TURNER  
BRYAN M. ZUETEL  
Attorneys for Plaintiffs

Dated: August 10, 2018

**WALSWORTH WFBM, LLP**

By:

  
NICHOLAS A. CIPITI  
KATHLEEN A. STRICKLIN  
Attorneys for Defendant, EZ-Flo International, Inc.