

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

MILES HOUZE, individually and on
behalf of all others similarly situated,
SUSAN HOUZE, individually and on
behalf of all others similarly situated,
KEVIN NGAI, 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,

Plaintiff,

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.: 308

CLASS ACTION

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE AS TO
DEFENDANT EZ-FLO
INTERNATIONAL, INC.**

Action Filed: October 4, 2012
Trial Date: None Set

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE AS TO**
2 **DEFENDANT EZ-FLO INTERNATIONAL, INC.**

3 This Settlement Agreement¹ is made and entered into by and between Plaintiffs
4 Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price (“Plaintiffs”)², on behalf of
5 themselves and the Settlement Class, and Class Counsel, on the one hand, and Defendant
6 EZ-Flo International, Inc. (“EZ-Flo”) and Defense Counsel, on the other hand, to settle
7 and compromise the Litigation and settle, resolve, and discharge the Released Claims, as
8 those terms are defined below, according to the terms and conditions herein.

9 WHEREAS, EZ-Flo is a company organized under the laws of the State of
10 California;

11 WHEREAS, on behalf of a class of similarly situated persons, Plaintiffs have
12 alleged damages arising out of alleged defects in certain brass plumbing products
13 manufactured by EZ-Flo and installed in their homes and the Settlement Class Structures,
14 as defined below (“Covered Products”). Plaintiffs allege that the Covered Products are
15 inadequate or of poor or insufficient quality or defective resulting in damage;

16 WHEREAS, EZ-Flo denies all of the material allegations made by Plaintiffs in the
17 Litigation and denies any wrongdoing or liability of any kind. EZ-Flo maintains that the
18 Covered Products are of high quality, are not defective, and do not violate any code,
19 standard or law. EZ-Flo further believes that it has, at all times, complied with all
20 applicable federal and state laws, codes and standards;

21 WHEREAS, the Settling Parties have vigorously litigated their respective
22 positions in connection with all aspects of the Litigation;

23
24 _____
25 ¹ All capitalized terms have the same meanings as the terms in the Definitions section of
26 this Agreement.

27 ² Plaintiff Henry Okonkwo has no EZ-Flo Covered Products and thus, is not a Plaintiff as
28 to claims against EZ-Flo.

1 WHEREAS, as a result of several years of the Litigation, the Settling Parties and
2 their counsel are thoroughly familiar with the factual and legal issues presented by their
3 respective claims and defenses and recognize the uncertainties as to the ultimate outcome
4 of the Litigation and that any final result would require years of further complex litigation
5 and substantial expense;

6 WHEREAS, Class Counsel believe that the claims Plaintiffs have asserted have
7 merit; however, Class Counsel also recognize that (a) it would be necessary to continue
8 prosecuting the litigation against EZ-Flo through a trial and, even if successful there,
9 through appeals of the class certification order, of any judgment or of any jury verdict
10 (and any further trials that might be necessary in the wake of initial appeals), all of which
11 would delay substantially the Settlement Class Members' receipt of benefits from the
12 Litigation, and (b) that there are significant risks in this Litigation, with outcomes that are
13 uncertain; therefore, balancing the costs, risks, and delay of continued litigation against
14 the benefits of the settlement to the Settlement Class, Class Counsel have concluded that
15 settlement as provided in this Settlement Agreement will be in the best interests of the
16 Settlement Class as defined herein;

17 WHEREAS, this Settlement Agreement was entered into after extensive arms'-
18 length discussions and negotiations between Class Counsel and Defense Counsel on
19 numerous occasions over several months, including formal settlement conferences before
20 third-party mediator Justice Howard B. Wiener, throughout the entire process;

21 WHEREAS, Class Counsel and Defense Counsel agree that the settlement
22 contemplated by this Settlement Agreement is a fair, reasonable, and adequate resolution
23 of the Litigation;

24 WHEREAS, the Settling Parties desire to compromise and settle all issues and
25 claims that have been brought, or that could have been brought, against EZ-Flo in this
26 Litigation;

27 WHEREAS, the Settling Parties desire and intend to seek Court approval of the
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1 settlement of the Litigation as set forth in this Settlement Agreement and, upon such
2 judicial approval, the Settling Parties intend also to seek a Final Order and Judgment
3 from the Court approving and implementing this Settlement Agreement;

4 NOW, THEREFORE, it is agreed that in consideration of the promises and mutual
5 covenants set forth in this Settlement Agreement and the entry by the Court of a Final
6 Order and Judgment approving the terms and conditions of the settlement as fair,
7 adequate and reasonable as set forth in this Settlement Agreement, and providing for a
8 judgment of the claims asserted in the Litigation under the terms and conditions
9 contained herein, the parties hereby agree as follows:

10 11 **1. DEFINITIONS**

12 As used in this Settlement Agreement (which, as defined below, includes the
13 accompanying Exhibits), the following terms have the meanings set forth below.

14 1.1. “Attorney Fees, Costs, and All Other Expenses” means the settlement
15 amounts approved by the Court for payment to Class Counsel to cover attorney fees,
16 costs, and all other expenses, except for those items specifically assigned as EZ-Flo’s
17 responsibility under this Settlement Agreement.

18 1.2. “EZ-Flo” means Defendant EZ-Flo International, Inc.

19 1.3. “Class Counsel” means Kenneth S. Kasdan, Graham B. LippSmith and
20 Michael D. Turner of Kasdan LippSmith Weber Turner LLP.

21 1.4. “Claims Administrator” means KCC Class Action Services, LLC, 75
22 Rowland Way, Suite 250, Novato, California 94945 (“KCC”).

23 1.5. “Claim Form” means the claim form, with the language and substantially in
24 the form as set forth in **Exhibit 1** to this Settlement Agreement.

25 1.6. “Claimant” means a Settlement Class Member (including any Plaintiff)
26 submitting a Claim Form pursuant to the terms of this Settlement Agreement.

27 1.7. “Claim Process” shall mean the process approved by the Court and
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thereafter applied by the Claims Administrator to determine the completeness, validity, and eligibility of each Claimant's claim for Settlement Benefits.

1.8. "Court" means the Honorable Ann I. Jones of the Los Angeles County Superior Court – Central Civil West Division, or the Judge of the Los Angeles Superior Court assigned to the *Houze* Litigation if not Judge Jones.

1.9. "Covered Products" means any and all potable water plumbing system components and sub-components made of yellow brass (copper alloys with a zinc content of 15% or greater by weight) and designed to be regularly in contact with water including, but not limited to, those product categories specifically identified in Schedule 1, attached hereto, which were manufactured, distributed, and/or sold by EZ-Flo on or before the Effective Date.

1.10. "Defense Counsel" means EZ-Flo's counsel of record in the Litigation, Nicholas A. Cipiti and Kathleen A. Stricklin of Walsworth WFBM, LLP.

1.11. "Date of Manufacture" of the Covered Products means the date derived from information stamped on the Covered Products. EZ-Flo represents and warrants as a material condition of this Settlement Agreement that all Covered Products have information stamped on them in plainly visible locations from which the Date of Manufacture can be determined.

1.12. "Effective Date" means the first date by which any Final Order and Judgment entered pursuant to the Settlement Agreement becomes final. The Final Order and Judgment entered pursuant to this Settlement Agreement becomes final on the date on which all appellate rights with respect to that Final Order and Judgment have expired or have been exhausted in a manner that conclusively affirms the Final Order and Judgment.

1.13. "Eligible Condition" means any of the following specific types of defined conditions associated with each Covered Product for which a Claimant may be entitled to Settlement Benefits:

- 1 a. “Exterior Meringue Deposits” means white or green zinc oxide
2 deposits or any other dezincification on a Covered Product caused
3 by dezincification of the Covered Product, which deposits are
4 observed within ten (10) years after each such product’s Date of
5 Manufacture.
- 6 b. “Leak” means the visible unintended passage of water, at a rate of at
7 least six (6) visible drips per hour, from the interior to the exterior of
8 a Covered Product related to any failure of the Covered Product as a
9 result of dezincification, occurring within ten (10) years after each
10 such product’s Date of Manufacture.
- 11 c. “Occlusion” means a reduction in water flow capacity due to zinc
12 oxide build-up as a result of dezincification in a Covered Product
13 that causes the water flow rate to drop below the minimum
14 requirements when measured under the following protocols: (a)
15 supply stop valves: ASME A112.18.1 Section 5.4 and Table 1; (b)
16 water connectors: ASME § A112.18.6. Section 5.4 and Table 1; and
17 (c) all other Covered Products: a fifty percent (50%) obstruction to
18 the path of the water flow; all occurring within ten (10) years after
19 the Covered Product’s Date of Manufacture. A reduction in the
20 water flow capacity of a Covered Product due to mineral deposits,
21 sediment, and/or debris other than from dezincification of the
22 Covered Product itself does not qualify as an Eligible Condition.
- 23 d. “Inoperable Valve”, means a Covered Product valve handle
24 assembly that cannot be turned to an open or closed position, or can
25 only be turned to an open or closed position with the exertion of
26 force in excess of 15 ft/lbs of torque (as tested in accordance with
27 ASME A112.18.1, Section 5.5 and Table 2), due to zinc oxide,
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copper oxide or other build-up as a result of dezincification of the Covered Product, which condition occurs within ten (10) years after the Covered Product's Date of Manufacture. Valves that are inoperable due to calcium or other mineral deposits do not qualify as an Eligible Condition.

- e. The following conditions DO NOT constitute an Eligible Condition under the Settlement Agreement, and Settlement Benefits will not be provided for any Covered Product with such conditions: (1) damage or malfunction caused by the failure of components other than those manufactured or distributed by EZ-Flo; (2) damage or malfunction caused by Misuse; (3) damage or malfunction caused by Improper Workmanship; and/or (4) damage or malfunction caused by maintenance that is inconsistent with EZ-Flo's maintenance instructions.

1.14. "Final Order and Judgment" means the Order Granting Final Approval of EZ-Flo Settlement, substantially in the form attached hereto as **Exhibit 6**, and Judgment, substantially in the form attached hereto as **Exhibit 7**, approving and implementing this Settlement Agreement.

1.15. "Improper Workmanship" means the faulty installation or repair of a Covered Product including, but not limited to, the excessive use of solder flux, the use of non-code compliant solder flux, over-tightening of joints, under-tightening of threaded connections, cross-threading of threaded connections, over-crimping of a PEX connection causing deformation of a Covered Product, or under-crimping (as measured with the applicable "Go/No Go" gauge), improper sweating of a soldered joint, and/or failure to use an approved joint compound.

1.16. "Litigation" means *Houze, et al., v. BrassCraft Manufacturing Company, et al.*, State of California, County of Los Angeles Case No. BC493276.

1.17. “Misuse” means the improper, contra-indicated or unauthorized use of any Covered Product prior to, during, or after installation, including but not limited to use in the presence of inadequate freeze protection, exposure to water pressure in excess of 125 pounds per square inch (“psi”), exposure to a temperature in excess of applicable plumbing code requirements, exposure to unauthorized solvents or chemicals, or extended use of stop valves in the less than fully open or closed position.

1.18. “Notice” means the Court-approved form of notice of this settlement to the Settlement Class, as described in Section 7 of the Settlement Agreement and **Exhibits 2 and 3**.

1.19. “Notice Administrator” means KCC Class Action Services, LLC, the qualified third-party selected to implement the Notice Plan.

1.20. “Notice Plan” means the plan for disseminating Notice to the Settlement Class, as described in Section 7 of the Settlement Agreement and **Exhibit 4**.

1.21. “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, subsidiaries, affiliates, and assignees.

1.22. “Plaintiffs” means the named plaintiffs in the Litigation with claims against EZ-Flo, Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price.

1.23. “Preliminary Approval Order” means the order to be entered by the Court pursuant to the Settlement Agreement, substantially in the form attached hereto as **Exhibit 5**.

1.24. “Property Unit” means an individual residential or individual commercial property unit. An individual residential property unit is a single-family dwelling, including any single detached home or single attached home (such as a townhouse, co-op, or condominium) in which at least one of the property’s owners resides. An individual

commercial property unit is any single family detached or attached home that is leased, rented or occupied by a tenant, renter or guest, and that is not continuously occupied by the owner(s); or any single unit in a building, structure or complex that is intended or used for commercial purposes (including those which are designed or provide for multiple unit occupancy, such as office buildings, hotels and apartment buildings).

1.25. "Related Actions" means all actions or proceedings in any court in the United States relating to allegations of a failure of the brass alloy of any Covered Products that have not been reduced to judgment as of the Effective Date.

1.26. "Released Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, that have been, might have been, are now, or could be brought in the Litigation or Related Actions, arising from or in any way related to a Covered Product alleged to have an Eligible Condition as defined in Paragraph 1.13 of this Agreement, whether known or unknown, suspected or unsuspected, matured or unmatured, contingent or non-contingent, concealed or hidden from existence, asserted or unasserted, or based upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of different or additional facts, claims sounding in tort, contract, warranty, construction defect, and the consumer protection laws of the United States or of any state or other jurisdiction within the United States, as well as under the unfair or deceptive trade practices, trade regulation, consumer fraud, and false advertising laws of the United States or any state or other jurisdiction within the United States, including but not limited to, any claims of alleged diminished value of or the need to replace a Covered Product. The Released Claims expressly do not include claims for personal injury. The Released Claims expressly do not include claims for products other than claims concerning a Covered Product alleged to have an Eligible Condition as defined in Paragraph 1.13 of this Agreement. The Released Claims

expressly do not include claims concerning Replacement Parts. The Released Claims also expressly do not include any claims against any other product manufacturer besides EZ-Flo.

1.27. “Released Parties” means EZ-Flo, and each of its present, former, direct, and indirect subsidiaries, parents, affiliates, unincorporated entities, divisions, groups, officers, directors, shareholders, members, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers, indemnitees, attorneys, transferees, and/or representatives. “Released Parties” also includes all other entities, including without limitation manufacturers, suppliers, and distributors (including wholesale and retail distributors), builders, developers, contractors, design professionals, plumbers, installers or others responsible for manufacturing, supplying, distributing, selling, installing, or specifying the use of a Covered Product.

1.28. “Releasing Parties” means Plaintiffs, the Settlement Class Members, and their current, former, direct and indirect agents, heirs, executors and administrators, parents, affiliates, unincorporated entities, divisions, groups, officers, directors, shareholders, members, partners, partnerships, joint ventures, employees, agents, servants, assignees, successors, insurers to the extent any Class Member is permitted to release its insurer, indemnitees, attorneys, transferees, representatives, and/or any and all Persons who seeks to claim through or in the name or right of any Plaintiff or Settlement Class Member.

1.29. “Replacement Part” means a current EZ-Flo product offering of like kind to a Covered Product. If there is no current EZ-Flo product offering of like kind to a Covered Product, then EZ-Flo will provide another manufacturer’s current product offering of like kind to a Covered Product.

1.30. “Settlement Agreement” means this Class Action Settlement Agreement and Release, including the notices and other documents, schedules and exhibits contemplated by or made part of this Class Action Settlement Agreement and Release,

and any amendments thereto.

1.31. “Settlement Benefits” means the settlement benefits provided by EZ-Flo pursuant to Section 5 of this Settlement Agreement.

1.32. “Settlement Claim” means a claim by a Claimant for Settlement Benefits as specifically provided for in this Settlement Agreement.

1.33. “Settlement Class” means: All Persons that own or have owned a Property Unit(s) located in the United States that contain or have ever contained a Covered Product manufactured up to ten (10) years before the Effective Date. Excluded from the Settlement Class are:

- a. Persons who validly and timely exclude themselves using the procedure set forth in Paragraphs 8.3 through 8.5;
- b. Retailers, wholesalers, and claims aggregators or persons or entities who claim to be an assignee of rights associated with any of the Covered Products, except associations of homeowners may seek Settlement Benefits for common areas, only;
- c. Except as specified above, insurers and/or providers of extended service contracts or warranties for the Settlement Class Structures; and
- d. The Honorable Ann I. Jones and members of her family.

1.34. “Settlement Class Member” means a Person who falls within the definition of the Settlement Class, irrespective of whether such Person submits a Claim Form.

1.35. “Settlement Class Structure” means any building, home, residence, or any other structure located in the United States and owned by a Settlement Class Member that contains or has ever contained Covered Products irrespective of whether a Claim Form has been submitted in connection with the structure.

1.36. “Settlement Website” means the dedicated website created and maintained

by the Notice Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Notice and the Claim Form. It is anticipated that the Settlement Website address (URL) will be www.EZ-Flosettlement.com

1.37. “Settling Parties” means, collectively, the Plaintiffs, all Settlement Class Members, and EZ-Flo.

1.38. “Special Master” means the Person appointed pursuant to Paragraph 6.2.

1.39. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

2. DENIAL OF ANY WRONGDOING AND LIABILITY

2.1. EZ-Flo denies the material factual allegations and legal claims asserted by the Plaintiffs and Settlement Class Members in the Litigation and Related Actions, including, but not limited to, any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation or Related Actions.

3. EVALUATION OF SETTLEMENT

3.1. Class Counsel satisfied their due diligence duty to the Settlement Class and conducted a thorough examination and investigation of the law and facts, including substantial discovery relating to the matters set forth in the class action complaint and any amendments thereto giving rise to this Settlement Agreement and the claims set forth therein. Class Counsel and the Plaintiffs all acknowledge the expense, effort, and length of continued proceedings that would be necessary to prosecute the Litigation against EZ-Flo through trial and appeals. They also took into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this nationwide class action Litigation, as well as the difficulties and delays inherent in such litigation. They are

1 mindful of the inherent problems of proof of, and possible defenses to, the claims
2 asserted in the Litigation and Related Actions. Class Counsel believe that the proposed
3 settlement confers substantial benefits upon the Settlement Class. Based on their
4 evaluation of all of these factors, Class Counsel and Plaintiffs have determined that the
5 settlement is in the best interests of the Plaintiffs and the Settlement Class. Arm's length,
6 adversarial settlement negotiations have taken place between Plaintiffs and EZ-Flo over
7 an extended period. As a result, this Settlement Agreement has been reached, subject to
8 Court approval.

10 **4. SETTLEMENT CONSIDERATION**

11 4.1. Commencing fifteen (15) days after the Effective Date and subject to the
12 exclusions in this subsection, each Settlement Class Member shall be eligible to seek
13 from EZ-Flo the Settlement Benefits provided herein through the Claims Process set forth
14 in Section 6 of this Settlement Agreement.

15 4.2. Recoveries of Settlement Benefits shall take place pursuant to the Claims
16 Process described in this Settlement Agreement.

17 4.3. Upon the entry of the Final Order and Judgment, the Releasing Parties
18 release and forever discharge (as by an instrument under seal without further act by any
19 person, and upon good and sufficient consideration), the Released Parties from each and
20 every one of the Released Claims.

21 4.4. The releases provided for herein are as a result of membership as a
22 Settlement Class Member to this Settlement Agreement or status as a Person with a legal
23 right to assert claims of a Settlement Class Member, the Court's approval process herein,
24 and occurrence of the Effective Date, and are not conditional on receipt of any payment
25 or Settlement Benefits by any particular member of the Settlement Class. It is the intent
26 of the Settling Parties and this Settlement Agreement that any Person who, after the date
27 of the Preliminary Approval Order, acquires the legal right to assert claims within the

scope of this Settlement Agreement that belong initially to a Settlement Class Member shall take such rights subject to all of the terms, time periods, releases, caps, prohibitions against overlapping or double recoveries, and other provisions contained herein.

4.5. Subject to the exclusions and limitations in the Released Claims definition above, the Released Claims include all claims that the Settlement Class Members have or may hereafter discover including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Settlement Agreement. The Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement of which the releases herein are a part. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have under the terms of the law (whether statutory, common law, regulation, or otherwise) of any other state or territory of the United States as related to matters arising from or in any way related to, connected with, or resulting from the Released Claims.

4.6. Class Counsel shall cooperate with the Released Parties to ensure that the releases set forth in the Settlement Agreement are given their full force and effect (including by seeking the inclusion of the releases in the Final Order and Judgment and the Claims Forms) and to ensure that Releasing Parties comply with their obligations set forth in this Settlement Agreement.

4.7. Each of the Releasing Parties hereby does, and shall be deemed to, have considered the possibility that the number or magnitude of all claims may not currently be known concerning the Covered Products; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional to, different from, or contrary to the claims and facts that each believes or understands to exist may now exist or may be discovered after this Settlement Agreement becomes effective. Each of the Releasing

Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect.

4.8. It is the intent of the Settling Parties that no Releasing Party shall recover, directly or indirectly, any sums for claims released by operation of this Settlement Agreement, including, without limitation, to the claims settled and released herein, from the Released Parties, other than any Settlement Benefit received under this Settlement Agreement and that the Released Parties shall have no obligation to make any payments or provide any Settlement Benefits to any non-parties for liability arising out of claims released by operation of this Settlement Agreement.

4.9. If, notwithstanding the intention of the Settling Parties expressed herein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties shall be deemed to have and do hereby transfer and assign to the Released Parties all claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of the release.

4.10. To effectuate the foregoing releases, among other things and in addition to entry of judgment effectuating this Settlement Agreement, within five (5) days of the Effective Date of the settlement, the Settling Parties shall dismiss with prejudice all other Related Actions (or portions relating to Released Claims, if other claims are alleged) and all other actions that are part of the Litigation. Except as provided in this Settlement Agreement, there shall be no fee or cost recovery, to any party, in any Related Action or any other action that is part of this Litigation.

5. SETTLEMENT BENEFITS

5.1. **Proof of Eligible Conditions.** Settlement Class Members with Settlement Claims for Eligible Conditions shall qualify for Settlement Benefits upon the timely submission to the Claims Administrator of the following items, and after the Claims

1 Administrator has verified and accepted all or part of the Settlement Claim submitted:

- 2 a. A complete, valid, and fully executed Claim Form;
- 3 b. Photographs, taken within ten (10) years of the Date of Manufacture
4 of each in service Covered Product for which Settlement Benefits
5 are claimed, that depict the following:
 - 6 i. The EZ-Flo manufacturer stamp; and
 - 7 ii. The Date of Manufacture stamp.
- 8 c. For Exterior Meringue Deposit claims:
 - 9 i. Photographs depicting the Exterior Meringue Deposits; and
 - 10 ii. Claimants with Settlement Claims for Exterior Meringue
11 Deposit claims shall make any such claims within one (1)
12 year of the Effective Date.
- 13 d. For Leak claims:
 - 14 i. The subject Covered Product(s). Upon receipt of a Claim
15 Form and photographs presenting a Leak claim, and after
16 confirming the Leak claim involves a Covered Product, the
17 Claims Administrator will provide the Claimant with a return
18 shipping authorization and pre-paid shipping label to be used
19 to return to EZ-Flo the Covered Product(s) claimed to Leak,
20 as per the instructions set forth on the Claim Form. Upon
21 receipt of the return shipping authorization and pre-paid
22 shipping label, a Claimant shall have sixty (60) days to return
23 the subject Covered Product(s) to EZ-Flo or the Claims
24 Administrator may deny the Leak claim;
 - 25 ii. For labor and/or property loss claims, reasonable proofs of
26 loss including, but not limited to, photographs depicting all
27 alleged property damage, invoices, expense records or other
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1 verifiable indicia of out-of-pocket costs incurred; and
2 iii. Claimants making Settlement Claims for Leaks must make
3 any such claim within the later of three (3) years from the
4 Effective Date or seven (7) years from the Date of
5 Manufacture. For Leaks that occur after the Effective Date,
6 Claims shall be made within one (1) year of the date of the
7 Leak.

8 e. For Occlusion claims and Inoperable Valve claims:

- 9 i. A complete, valid, and fully executed Claim Form, containing
10 a sworn averment that the Covered Product has an Occlusion
11 or Inoperable Valve as defined in the Settlement Agreement;
12 ii. Claimants with Settlement Claims for Occlusions and
13 Inoperable Valve claims shall make any such claims within
14 three (3) years of the Effective Date.

15 5.2. **Benefits.** For each qualifying Covered Product with Eligible Conditions,
16 EZ-Flo shall provide Claimant owners of Property Units with the following:

17 a. For Exterior Meringue Deposit claims:

- 18 i. No more than fifteen (15) replacement parts per Property
19 Unit;
20 ii. Covered Products to be promptly shipped to each Claimant at
21 EZ-Flo's sole expense; and
22 iii. If any Claimant owner of a Property Unit seeks the
23 replacement of more than five (5) Covered Products with
24 Exterior Meringue Deposits, EZ-Flo reserves the right to
25 require that each such Claimant submit to the Claims
26 Administrator all qualifying Covered Products above the first
27 five (5) for which the Claimant seeks Settlement Benefits.
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b. For Leak claims:

- i. Cash reimbursement for all Replacement Part(s);
- ii. For Leak claims without property damage: cash reimbursement for the reasonable, out-of-pocket labor costs incurred to repair and/or replace the part(s) in accordance with the reasonable labor costs for plumbing professionals in the relevant market area not to exceed \$100 per Replacement Part with a maximum of \$500 per Property Unit;
- iii. For Leak claims with property damage: cash reimbursement for the reasonable, out-of-pocket labor and property damage costs incurred to repair and/or replace the part(s) and property damage in accordance with the reasonable labor and materials costs for plumbing and repair professionals in the relevant market area not to exceed \$3,500 per Property Unit;
 1. Claimants may not recover property damage costs covered and paid by insurers. Claimants may recover for deductibles not paid by insurance, but cannot recover for the difference between the amount insurance carrier actually paid and the amount the Claimant believes the insurance carrier should have paid; and
 2. Claimants with property damage exceeding \$3,500 may make a claim for the maximum of \$3,500 per Property Unit, regardless of the amount of actual damages claimed in excess of \$3,500; or, alternatively, file a separate, individual lawsuit against EZ-Flo, waiving the benefits provided for in this Settlement

Agreement. The party filing the lawsuit shall not be bound by the Release, and EZ-Flo shall retain all of its defenses with respect to any and all individual lawsuits for property damage; this Settlement Agreement shall not be admissible for any purpose in such lawsuit.

c. For Occlusion and Inoperable Valve claims:

i. Replacement Parts for a maximum of three (3) Covered Products with Occlusions or Inoperable Valves per Property Unit to be promptly shipped to each Claimant at EZ-Flo's sole expense.

5.3. Class Members shall not be permitted to receive more than one (1) Replacement Part for each separate Covered Product.

5.4. Any payments made to Claimants shall be issued by check, each of which shall become void if not cashed within one hundred eighty (180) days of the date of issuance.

6. CLAIMS ADMINISTRATION AND CLAIMS PROCEDURE

6.1. Class Counsel and Defense Counsel shall prepare a claims procedure that sets forth with specificity the process for assessing and determining the validity, eligibility, and value of claims, and a methodology for providing Settlement Benefits to qualifying Settlement Class Members (the "Claims Process"). Only Settlement Class Members shall be eligible to make a claim. The Settling Parties shall work together to obtain the necessary Court approval for all claims procedures and all plans for allocation and distribution of the monies under this Settlement Agreement.

6.2. For purposes of the Claims Process, KCC will be the Claims Administrator. If required, Class Counsel and Defense Counsel will retain the services of a mutually agreeable Special Master or, if one cannot be agreed upon, as appointed by the Court.

1 The Claims Administrator shall be responsible for and shall use reasonable efforts in
2 effectuating the Claims Process. The Special Master, if any, shall be responsible for
3 resolving all disputes arising as a result of the Claims Process, if any, and will be
4 appointed by the Court. EZ-Flo shall pay all reasonable fees and expenses of the Claims
5 Administrator and Special Master.

6 6.3. In no event shall the Settling Parties, Class Counsel, Defense Counsel, or
7 the Released Parties have any liability for claims of wrongful or negligent conduct on the
8 part of the Claims Administrator, the Special Master, or their agents.

9 6.4. The Claims Administrator shall:

- 10 a. Use personal information acquired as the result of this Settlement
11 Agreement solely for purposes of evaluating claims and providing
12 Settlement Benefits under this Settlement Agreement;
- 13 b. Assign a manager to oversee the protection and appropriate
14 management of personal information and review its internal system
15 to manage the protection of personal information to ensure
16 consistent performance and constant improvement;
- 17 c. Take security countermeasures to prevent unauthorized access to
18 personal information, and the loss, destruction, falsification and
19 leakage of personal information;
- 20 d. If outsourcing the handling of personal information, determine that
21 outsourced companies take steps to ensure appropriate management
22 of the information to prevent leaks of personal or confidential
23 information, and prohibit re-use of information for other purposes;
- 24 e. Respond immediately with appropriate measures when necessary to
25 disclose, correct, stop using, or eliminate contents of personal
26 information; and
- 27 f. Following the completion of the time periods for seeking Settlement
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Benefits and in compliance with applicable retention law, maintain or destroy all personal information obtained in connection with this Settlement Agreement and Claims Process in a manner most likely to guarantee that such information is not obtained by unauthorized persons.

6.5. Any Settlement Class Member who wishes to make a Settlement Claim must completely fill out and sign a Claim Form and must provide the Claims Administrator with all requested information. The Claims Administrator shall perform administrative checks to ensure that Claim Forms contain all required information.

6.6. EZ-Flo shall retain broad rights to audit any Settlement Class Member's compliance with the Claims Process. EZ-Flo's audit rights during the Claims Process include, but are not limited to (a) requiring a Claimant to submit additional information or photographs; (b) conducting examinations and testing of Covered Products and the plumbing system of a Claimant's Property Unit; and/or (c) requiring the submission of Covered Products to the Claims Administrator. Any procedures for auditing compliance with the Claims Process shall be done at EZ-Flo's sole expense.

6.7. The Settling Parties intend to include and bind all Settlement Class Members to the terms and conditions of this Settlement Agreement, other than those who validly opt-out and exclude themselves as Settlement Class Members from this Settlement Agreement and other Persons excluded under this Settlement Agreement.

6.8. The Settling Parties and their attorneys will work with the Claims Administrator to establish standards for reporting and approving claims.

6.9. For Settlement Claims timely and completely submitted *before* the Effective Date of the settlement, the Claims Administrator shall use best efforts to resolve such claims within sixty (60) days of the Effective Date of the settlement. For Settlement Claims due, or otherwise timely and completely submitted *after* the Effective Date of the settlement, the Claims Administrator shall use best efforts to accept or deny such claims

1 within ninety (90) days of the submission of the Settlement Claim. In either case,
2 Settlement Benefits shall be provided to each Claimant making a valid Settlement Claim.

3 6.10. If a Settlement Benefit issued to a Claimant under the terms of this
4 Settlement Agreement is not received, EZ-Flo shall have no further obligation to provide
5 the Settlement Benefit to such Claimant unless the Claimant notifies the Claims
6 Administrator that the Settlement Benefit was not received and EZ-Flo and/or the Claims
7 Administrator have taken reasonable efforts to make a second attempt to provide the
8 Settlement Benefit to the Claimant. Claimants who have already received any form of
9 compensation related to a particular Covered Product will not be eligible for further
10 Settlement Benefits for that particular Covered Product, but they remain eligible to
11 receive Settlement Benefits for any of their additional Covered Products, subject to the
12 limitations set forth in Section 5.

13 6.11. In the event a Claimant's Settlement Claim is denied, the Claimant and
14 Class Counsel will be informed in writing of the denial of the claim and the reasons for
15 the denial. The deadline to appeal the denial is 45 days from the date of mailing the
16 written denial. Any appeal will be adjudicated by the Special Master who shall
17 independently determine the validity of the claim. The Settling Parties will receive notice
18 of all appeals and have a reasonable opportunity to present statements and exhibits, to the
19 Special Master setting forth their respective positions about whether the Settlement Claim
20 should be deemed eligible or ineligible for inclusion in the Claims Process. Each party's
21 submission to the Special Master shall be limited to no more than five (5) pages for each
22 Property Unit, but these page limitations may be increased in the discretion or at the
23 direction of the Special Master. All decisions of the Special Master within his or her
24 jurisdiction pursuant to this Settlement Agreement shall be final and binding on all the
25 Settling Parties.

26 6.12. EZ-Flo shall pay all reasonable costs of the administration of the Settlement
27 Claims, including reasonable and necessary costs associated with the Special Master's
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review of Settlement Claims and appeals. EZ-Flo shall not be responsible for Claimants' or Class Counsels' attorney fees or costs incurred as a result of any Settlement Claim appeal.

7. NOTICE TO THE SETTLEMENT CLASS

7.1. Class Counsel and Defense Counsel shall retain the services of KCC, who shall be approved by the Court, to be the Notice Administrator responsible for implementing the Notice Plan. As a condition of its retention, the Notice Administrator must agree that (a) it will fulfill all responsibilities and duties assigned to the Notice Administrator under the terms of this Settlement Agreement, and (b) the Settling Parties and their counsel, as well as the Released Parties, reserve all claims and rights arising from or related to any failure by the Notice Administrator to fulfill its responsibilities and duties under the Settlement Agreement.

7.2. Dissemination of Notice to the Settlement Class shall be accomplished pursuant to the Notice Plan, attached hereto as **Exhibit 4**. The Notice Administrator, along with Class Counsel and EZ-Flo, shall be responsible for, without limitation: (i) arranging for the online publication of Notice and Claim Form in the same form as the exemplars submitted as **Exhibits 1 and 2** to this Settlement Agreement; and (ii) arranging for and maintaining the Settlement Website, notice by publication (in the same form as the exemplar submitted as **Exhibit 3** to this Settlement Agreement), and fulfilling other aspects of the Notice Plan. The Notice Administrator shall also design and implement a plan for notification of this Settlement Agreement through publication, which shall satisfy the due process rights of Settlement Class Members. The Notice Administrator shall also design, implement and maintain the Settlement Website for notification of this Settlement Agreement by online means that includes the publication of important documents from the Litigation.

7.3. The Notice Administrator (and any person retained by the Notice

Administrator) shall sign a confidentiality agreement, which shall provide that the names, addresses and other information about specific Settlement Class Members provided by Class Counsel, EZ-Flo, and/or by individual Settlement Class Members shall all be treated as confidential and shall be used by the Notice Administrator only as required by this Settlement Agreement. Class Counsel and EZ-Flo shall be in agreement on the form and content of the confidentiality agreement discussed in this provision.

7.4. EZ-Flo has informed Class Counsel that it does not maintain data specifying Settlement Class Members' names and addresses and cannot provide any data specifying potential Class Members' names, addresses, or any other contact information. The Notice Administrator or person(s) under the control and supervision of the Notice Administrator shall publish the Notice, using the same language and in substantially the same form as the Notice attached hereto as **Exhibit 2**, on the Settlement Website and shall make the Notice reasonably available, including by U.S. Mail, to any potential Class Member upon request. Should EZ-Flo become aware of any data specifying potential Class Members' names, addresses, or any other contact information, EZ-Flo shall make reasonable efforts to provide the Notice Administrator with all reasonably available data. The Notice Administrator will process all address data through the National Change of Address database (where a specific owner is known), the Coding Accuracy Support System and Delivery Point Validation system for the purpose of verifying and updating the addresses.

7.5. The Notice Administrator shall also publish the Claim Form together with the Notice on the Settlement Website. The published Claim Form shall use the same language and be substantially in the same form as the Claim Form attached hereto as **Exhibit 1** and shall make the Claim Form reasonably available, including by U.S. Mail, to any potential Class Member upon request. The Notice Administrator shall publish the Notice and Claim Form to the Settlement Website within twenty (20) days of the entry of the Preliminary Approval Order.

1 7.6. Unless the Notice Administrator receives a Notice and Claim Form
2 returned from the United States Postal Service for reasons discussed below in this
3 Paragraph, the Notice and Claim Form shall be deemed mailed and received by the
4 Settlement Class Member to whom it was sent five (5) days after mailing. In the event
5 that any Notice and Claim Forms are returned to the Notice Administrator by the United
6 States Postal Service with a forwarding address for the recipient, the Notice
7 Administrator shall re-mail the notice to that address, and the forwarding address shall be
8 deemed the updated address for that Settlement Class Member. In the event that
9 subsequent to the first mailing of the Notice and Claim Form, the Notice and Claim Form
10 are returned to the Notice Administrator by the United States Postal Service because the
11 address of the recipient is no longer valid, and the name of the Settlement Class Member
12 is known, the Notice Administrator shall perform a standard skip trace in an attempt to
13 ascertain the current address of the particular Settlement Class Member in question and,
14 if such an address is ascertained, the Notice Administrator will promptly re-send the
15 Notice and Claim Form; if no Updated Address is obtained for that Settlement Class
16 Member, the Notice and Claim Form shall be sent again to the last known address. In
17 either event, the Notice and Claim Form shall be deemed received by the Settlement
18 Class Member once it is mailed for the second time.

19 7.7. The Notice Administrator shall design and implement a plan for
20 notification of this settlement through publication, which shall satisfy the due process
21 rights of Settlement Class Members.

22 7.8. The Notice Administrator shall also provide a copy of the Notice and/or
23 Claim Form to any Settlement Class Member who requests the Notice and Claim Form.

24 7.9. Within fifteen (15) days after the deadline to publish the Notice and Claim
25 Form to Settlement Class Members in Paragraph 7.2, the Notice Administrator shall
26 provide declarations to the Court, with a copy to Class Counsel and Defense Counsel,
27 attesting to the measures undertaken to provide Notice and Claim Forms to the
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Settlement Class.

8. OBJECTIONS AND REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

8.1. Any Settlement Class Member who intends to object to the fairness, reasonableness and adequacy of the settlement (“Objections”) must mail a written Objection to the Notice Administrator by first-class mail with postage paid. The Notice Administrator will then serve any Objections received on Class Counsel, Defense Counsel, and all other parties who are due notice in this case via Case Anywhere. The Notice Administrator will then also file any such Objections with the Court. Objections must be postmarked no later than sixty (60) days after the date of the publication of Notice. In his/her Objections, an objecting Settlement Class Member must: (a) set forth his/her full name, current address, and telephone number; (b) identify the address of the Property Unit giving rise to standing to make an Objection and establishing the sender’s status as a Settlement Class Member, if the sender’s current address is different; (c) identify the owner of the Property Unit if the Settlement Class Member is not the owner of the Property Unit; (d) set forth the basis for the Settlement Class Member’s conclusion that the Property Unit contains Covered Products; (e) state that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out of the Settlement Class; (f) set forth a complete statement of all legal and factual bases for any Objection that the objector wishes to assert; and (g) provide copies of any documents that the objector wishes to submit relating to his/her Objection.

8.2. In addition to the requirements set forth in Paragraph 8.1, objecting Settlement Class Members must state in writing whether the objecting Settlement Class Member intends to appear at the Fairness Hearing(s), which shall be conducted to determine final approval of the settlement, along with the amount properly payable for

1 Attorney Fees, Costs, and All Other Expenses (“Fairness Hearing”), either with or
2 without separate counsel. No Settlement Class Member shall be entitled to be heard at
3 the Fairness Hearing (whether individually or through separate counsel) or to object to
4 the settlement, and no written Objections or briefs submitted by any Settlement Class
5 Member shall be received or considered by the Court at the Fairness Hearing, unless
6 written notice of the Settlement Class Member’s intention to appear at the Fairness
7 Hearing and copies of any written Objections or briefs shall have been served on the
8 Notice Administrator on or before sixty (60) days after the date of the publication of the
9 Notice. In addition to its obligations to serve and file Objections, the Notice
10 Administrator will also serve any Notices of a Settlement Class Member’s intention to
11 appear at the Fairness Hearing and associated briefing received on Class Counsel,
12 Defense Counsel, and all other parties due notice in this case by Case Anywhere. The
13 Notice Administrator will also file any such Notices of a Settlement Class Member’s
14 intention to appear at the Fairness Hearing and associated briefing with the Court by
15 filing such documents directly or arranging for such documents to be filed by Class
16 Counsel or Defense Counsel. Settlement Class Members who fail to serve timely written
17 objections in the manner specified above shall be deemed to have waived any Objections
18 and shall be foreclosed from making any Objection (whether by appeal or otherwise) to
19 the settlement.

20 8.3. Settlement Class Members may elect to exclude themselves from this
21 Settlement Agreement, relinquishing their rights to benefits under this Settlement
22 Agreement. In all cases where, as of the date of the settlement, an individual or entity
23 would be considered a Settlement Class Member (but for an opt-out), there must be
24 evidence of the individual or entity’s intention to opt-out of the Settlement Class.

25 8.4. Exclusion or “opt out” rights may be exercised by the counsel representing
26 any individual or entity who would otherwise be a Settlement Class Member possessing
27 claims covered by the release provided that counsel attests in the exclusion or “opt out”
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1 that: (a) counsel signing the opt-out has been retained by the Settlement Class Member;
2 (b) that the Settlement Class Member has been advised of the consequences of opting-
3 out, including that no settlement benefits will be received; (c) counsel signing the opt-out
4 has been authorized by the Settlement Class Member to exercise the exclusion or “opt
5 out” right on behalf of the Settlement Class Member; and (d) the Settlement Class
6 Member has been given a copy of the opt-out and attestation. Such opt-outs also shall
7 include a clear specification of the name of the Settlement Class Member(s) represented
8 by that counsel and all premises sought to be opted-out (e.g., by address, unit number for
9 units, by designation of boundaries for unnumbered premises).

10 8.5. Settlement Class Members who exclude themselves from the settlement
11 will not release their claims as per Paragraphs 4.3 through 4.10. All Class Members
12 electing to opt-out must send to the Notice Administrator a letter including: (a) the opt-
13 out’s name, current address, and telephone number; (b) the address of the Property Unit
14 giving standing to “opt out” and the sender’s status as a person who would be a
15 Settlement Class Member but for the “opt-out,” if the sender’s current address differs
16 from the address for the Property Unit for which the Settlement Class Member has
17 asserted a claim; (c) the owner of the Property Unit if the Settlement Class Member is not
18 the owner of the Property Unit; (d) a statement indicating an election to be excluded from
19 the Settlement Class; and (e) signature by the Settlement Class Member, retained counsel
20 (if the requirements specified above are met), or valid assignee (if the requirements
21 specified above are met). Any request for exclusion must be postmarked on or before
22 sixty (60) days after the date of the publication of Notice. The date of the postmark on
23 the return-mailing envelope shall be the exclusive means used to determine whether a
24 request for exclusion has been timely submitted. Settlement Class Members who fail to
25 submit a valid and timely request for exclusion on or before the date specified in the
26 Preliminary Approval Order and Notice, or on such other date set by the Court, shall be
27 bound by all terms of the Settlement Agreement and the Final Order and Judgment,
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1 regardless of whether they have requested exclusion from the settlement. Any disputes as
2 to the validity of a request for exclusion shall be adjudicated by the Court.

3 8.6. Any Settlement Class Member who submits a timely request for exclusion
4 may not file an Objection to the settlement and shall be deemed to have waived any rights
5 or benefits under this Settlement Agreement.

6 8.7. Not later than fourteen (14) days after the deadline for submission of
7 exclusion requests, the Notice Administrator shall provide to Class Counsel and Defense
8 Counsel a complete list of Class Members electing exclusion, together with copies of the
9 exclusion requests.

10 8.8. If in excess of five hundred (500) Settlement Class Members elect to be
11 excluded from the Settlement Class and submit a valid request for exclusion as set forth
12 in this Section 8, EZ-Flo shall have the right to withdraw from the settlement, upon
13 written notice to Class Counsel. For the purpose of counting exclusions, any association
14 or owner of a Commercial Property Unit that excludes itself from the Settlement shall
15 count as one (1) exclusion.

16 8.9. A Fairness Hearing shall be conducted to determine final approval of the
17 settlement, along with the amount properly payable for Attorney Fees, Costs, and All
18 Other Expenses (“Fairness Hearing”). The Parties will request that the Court set the
19 Fairness Hearing for no later than twenty-one (21) days after expiration of the deadline
20 for objections and/or requests for exclusion from the settlement as approved by the Court
21 and set forth in the Notice, or other such date set by the Court. Upon final approval of
22 the settlement by the Court at or after the Fairness Hearing, the Settling Parties shall
23 present the Final Order and Judgment in a form agreed upon by the Settling Parties.

24 8.10. Seven (7) days prior to the date set for the Fairness Hearing, Counsel for
25 the Settling Parties shall file their briefs in support of settlement approval. Counsel for
26 the Settling Parties shall concurrently file responses to objections made by Settlement
27 Class Members.

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10.1. EZ-Flo agrees to pay any amounts awarded by the Court to Class Counsel and the Class Representatives for Attorney Fees, Costs, and All Other Expenses, but only so long as the total amount in Attorney Fees, Costs, and All Other Expenses to Class Counsel awarded to them by the Court does not exceed the sum of \$2,000,000; Incentive Awards to the Class Representatives provided the total amount of Incentive Awards does not exceed \$1,000 per Property Unit owned by the Class Representatives; and the Court's order is otherwise consistent with this Settlement Agreement. This amount does not include the costs for the Notice Plan, Claim Process and Special Master that EZ-Flo will pay in addition to any Attorney Fees, Costs, and All Other Expenses and Incentive Awards awarded by the Court.

10.1. EZ-Flo agrees to pay any amounts awarded by the Court to Class Counsel and the Class Representatives for Attorney Fees, Costs, and All Other Expenses, but only so long as the total amount in Attorney Fees, Costs, and All Other Expenses to Class Counsel awarded to them by the Court does not exceed the sum of \$2,000,000; Incentive Awards to the Class Representatives provided the total amount of Incentive Awards does not exceed \$1,000 per Property Unit owned by the Class Representatives; and the Court's order is otherwise consistent with this Settlement Agreement. This amount does not include the costs for the Notice Plan, Claim Process and Special Master that EZ-Flo will pay in addition to any Attorney Fees, Costs, and All Other Expenses and Incentive Awards awarded by the Court.

1 10.2. EZ-Flo does not oppose, and will not encourage or assist any third-party in
2 opposing, Class Counsel's request for Attorney Fees, Costs, and All Other Expenses in a
3 total amount of up to \$2,000,000 plus Incentive Awards of \$1,000 per Property Unit
4 owned by the Class Representatives, nor will EZ-Flo contest the reasonableness of these
5 amounts as long as the request is consistent with this Settlement Agreement. The
6 Incentive Awards are in recognition of the substantial time and effort each Class
7 Representative spent reviewing pleadings, making their homes available for product
8 analysis and testing, and responding to discovery. Class Counsel will not seek in excess
9 of \$2,000,000 for Attorney Fees, Costs, and All Other Expenses and, in any event, Class
10 Counsel agree that EZ-Flo shall not pay, nor be obligated to pay, any sum in excess of
11 \$2,000,000 or such lesser amount as may be awarded by the Court for Attorney Fees,
12 Costs, and All Other Expenses. Class Counsel and EZ-Flo negotiated and agreed to the
13 amounts of Attorney Fees, Costs, and All Other Expenses to Class Counsel or Incentive
14 Awards to the Class Representatives only after reaching agreement on all other material
15 terms of this Settlement Agreement.

16 10.3. The Settling Parties agree the amounts in Paragraphs 10.1 through 10.2
17 represent EZ-Flo's all-inclusive, full payment for all fees, costs, and other expenses in
18 relation to the claims covered by the contemplated release in addition to the costs for the
19 Notice Plan, Claim Process and Special Master. If awarded, the amounts described in
20 Paragraphs 10.1 through 10.2 shall constitute full satisfaction of EZ-Flo's obligation to
21 pay any person, attorney or law firm for attorney fees, costs, and all other expenses, and
22 shall relieve EZ-Flo from any other claims or liability to any other attorney or law firm or
23 person for any attorney fees, costs, or other expenses to which any Plaintiff or Settlement
24 Class Member may claim that are in any way related to the Released Claims. This
25 Paragraph 10.3 contains material terms of this Settlement Agreement without which there
26 is no agreement.

27 10.4. The Settling Parties agree not to appeal, or otherwise support any appeal, of
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1 an order or judgment entered by the Court that is consistent with this provision and the
2 terms of the Settlement Agreement. The Settling Parties shall bear their own fees and
3 costs incurred on any appeals.

4 10.5. Any Attorney Fees, Costs, and All Other Expenses to Class Counsel or
5 Incentive Awards to the Class Representatives shall be paid by EZ-Flo to Class Counsel
6 and the Class Representatives within ten (10) days of the Effective Date.

7 10.6. The Court shall have the sole and exclusive jurisdiction and shall be the
8 sole and exclusive venue to decide any and all disputes concerning the allocation and
9 distribution of Attorney Fees, Costs, and All Other Expenses to Class Counsel, including
10 but not limited to any claims for Attorney Fees, Costs, and All Other Expenses made by
11 any other attorneys besides Class Counsel, or Incentive Awards to the Class
12 Representatives provided in the Settlement Agreement.

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14 **11. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF**
15 **TERMINATION**

16 11.1. If this Settlement Agreement is not approved by the Court or the settlement
17 is terminated or fails to become effective in accordance with the terms of this Settlement
18 Agreement, the Settling Parties will be restored to their respective positions in the
19 Litigation as of July 25, 2017. In such event, the terms and provisions of this Settlement
20 Agreement will have no further force and effect and shall not be used in this Litigation or
21 in any other proceeding for any purpose, and any Judgment or order entered by the Court
22 in accordance with the terms of this Settlement Agreement will be treated as vacated,
23 *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order
24 of the Court concerning any award of Attorney Fees, Costs, and All Other Expenses to
25 Class Counsel or Incentive Awards to the Class Representatives will constitute grounds
26 for cancellation or termination of this Settlement Agreement, unless the order potentially
27 increases in any way EZ-Flo's financial responsibility in connection with the settlement.

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2 **12. BEST EFFORTS**

3 12.1. The Settling Parties and their counsel agree to cooperate fully with one
4 another and to use their best efforts to effectuate the settlement, including without
5 limitation in seeking preliminary and final Court approval of the Settlement Agreement
6 and the settlement embodied herein, carrying out the terms of this Settlement Agreement,
7 and promptly agreeing upon and executing all such other documentation as may be
8 reasonably required to obtain final approval by the Court of the Settlement Agreement
9 and to carry out the terms of the Settlement Agreement.
10

11 **13. MISCELLANEOUS PROVISIONS**

12 13.1. The Settling Parties intend the Settlement Agreement to be a final and
13 complete resolution of all disputes between them with respect to the Litigation. The
14 settlement is comprised of claims that are contested and will not be deemed an admission
15 by any Settling Party as to the merits of any claim or defense. The Settling Parties agree
16 that the consideration provided to the Settlement Class and the other terms of the
17 Settlement Agreement were negotiated at arms' length and in good faith by the Settling
18 Parties, and reflect a settlement that was reached voluntarily after consultation with
19 competent legal counsel.

20 13.2. Neither this Settlement Agreement nor the settlement, nor any act
21 performed or document executed pursuant to or in furtherance of this Settlement
22 Agreement or the settlement is or may be deemed to be or may be used as an admission
23 of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or
24 liability of any Released Parties; or is or may be deemed to be or may be used as an
25 admission of, or evidence of, any fault or omission of any Released Parties in any civil,
26 criminal, or administrative proceeding in any court, administrative agency or other
27 tribunal. Any of the Released Parties may file this Settlement Agreement and/or the
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1 Final Order and Judgment in any action that may be brought against it in order to support
2 any defense or counterclaim, including without limitation those based on principles of res
3 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
4 any other theory of claim preclusion or issue preclusion or similar defense or
5 counterclaim.

6 13.3. All agreements made and orders entered during the course of the Litigation
7 relating to the confidentiality of information will survive this Settlement Agreement.

8 13.4. No Media Statements. Subject to the Preliminary Approval Order issued
9 by the Court, neither the Plaintiffs, nor Class Counsel, nor any other counsel acting on
10 behalf of the Plaintiffs shall issue any press release, or make any statement, orally or in
11 writing, to any media or press of any sort, regarding this Settlement Agreement, including
12 any references or postings on any electronic social media or networking sites, or websites
13 maintained by the Plaintiffs, Class Counsel, or other Persons or entities, other than to
14 state that the Litigation has been resolved on terms satisfactory to the Parties and
15 contained in this Settlement Agreement. Class Counsel will be permitted to provide a
16 link to the Settlement Website on their website with accompanying language to be
17 reviewed and approved by EZ-Flo and Defense Counsel, and such approval is not to be
18 unreasonably withheld.

19 13.5. Any and all Schedules and Exhibits to this Settlement Agreement are
20 material and integral parts hereof and are fully incorporated herein by this reference.

21 13.6. This Settlement Agreement may be amended or modified only by a written
22 instrument signed by or on behalf of all Settling Parties or their respective successors-in-
23 interest.

24 13.7. This Settlement Agreement and any Schedules and Exhibits attached hereto
25 constitute the entire agreement among the Settling Parties, and no representations,
26 warranties, or inducements have been made to any Settling Party concerning this
27 Settlement Agreement or its Exhibits other than the representations, warranties, and
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1 covenants covered and memorialized in such documents. Except as otherwise provided
2 herein, the Settling Parties will bear their own respective costs.

3 13.8. Class Counsel, on behalf of the Settlement Class, represents and warrants
4 that they are expressly authorized to take all appropriate action required or permitted to
5 be taken by the Plaintiffs or Settlement Class pursuant to this Settlement Agreement to
6 effectuate its terms, and are expressly authorized to enter into this Settlement Agreement,
7 as well as any modifications or amendments to this Settlement Agreement on behalf of
8 the Settlement Class that Class Counsel deem appropriate.

9 13.9. Each counsel or other Person executing this Settlement Agreement or any
10 of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the
11 full authority to do so.

12 13.10. This Settlement Agreement may be executed in one or more counterparts.
13 All executed counterparts and each of them will be deemed to be one and the same
14 instrument. A complete set of original counterparts will be filed with the Court.

15 13.11. This Settlement Agreement will be binding upon, and inure to the benefit
16 of, the successors and assigns of the Settling Parties.

17 13.12. The Court shall retain continuing and exclusive jurisdiction over the
18 Settling Parties and all Settlement Class Members, and over the administration and
19 enforcement of the settlement. Any disputes or controversies arising with respect to the
20 interpretation, enforcement, or implementation of this Settlement Agreement, including
21 any disputes concerning allocation and distribution of Attorney Fees, Costs, and All
22 Other Expenses to Class Counsel and Incentive Awards, must be made by motion to the
23 Court.

24 13.13. The Settling Parties agree that EZ-Flo is in no way liable for any taxes
25 Class Counsel, the Plaintiffs, Settlement Class Members, or others may be required to
26 pay as a result of the receipt of settlement benefits.

27 13.14. No Settlement Class Member or other Person shall have any claim against
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1 the Plaintiffs, Class Counsel, the Released Parties, Defense Counsel, the Claims
2 Administrator, or any agent designated by Counsel for the Settlement Class based on any
3 eligibility determinations, distributions or payments made in accordance with the
4 settlement, or based on the payments made or other relief provided and made
5 substantially in accordance with this Settlement Agreement or with further Orders of the
6 Court or any appellate court.

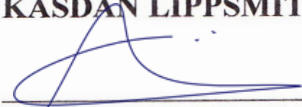
7 13.15. None of the Settling Parties, or their respective counsel, will be deemed the
8 drafter of this Settlement Agreement or its Exhibits for purposes of construing the
9 provisions thereof. The language in all parts of this Settlement Agreement and its
10 Exhibits will be interpreted according to its fair meaning, and will not be interpreted for
11 or against any of the Settling Parties as the drafter thereof.

12 13.16. This Settlement Agreement and any Exhibits hereto will be construed and
13 enforced in accordance with, and governed by, the internal, substantive laws of the State
14 of California without giving effect to that State's choice-of-law principles.

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16 Dated: March 15, 2018

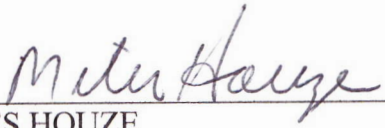
KASDAN LIPPSMITH WEBER TURNER LLP

17 By:


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

22 Dated: March 13, 2018

23 By:


24 MILES HOUZE
Individually and on behalf of the Class

1 Dated: March 13, 2018

2 By:


SUSAN HOUZE

3 Individually and on behalf of the Class

4 Dated: March __, 2018

5 By:

6 KEVIN NGAI

7 Individually and on behalf of the Class

8 Dated: March __, 2018

9 By:

10 MARCIA PRICE

11 Individually and on behalf of the Class

12
13 Dated: March __, 2018

14 **WALSWORTH WFBM, LLP**

15 By:

16 NICHOLAS A. CIPITI

17 KATHLEEN A. STRICKLIN

18 Attorneys for Defendant EZ-Flo International, Inc.

19 Dated: March __, 2018

20 By:

21 Print Name: _____

22 Print Title: _____

23 On behalf of EZ-Flo International, Inc.

1 Dated: March ___, 2018

2 By: _____

SUSAN HOUZE

Individually and on behalf of the Class

3
4 Dated: March 12, 2018

5 By: _____

6 KEVIN NGAI

Individually and on behalf of the Class

7
8 Dated: March ___, 2018

9 By: _____

MARCIA PRICE

Individually and on behalf of the Class

10
11
12
13 Dated: March ___, 2018

WALSWORTH WFBM, LLP

14
15 By: _____

NICHOLAS A. CIPITI

KATHLEEN A. STRICKLIN

Attorneys for Defendant EZ-Flo International, Inc.

16
17
18
19 Dated: March ___, 2018

20 By: _____

21 Print Name: _____

22 Print Title: _____

23 On behalf of EZ-Flo International, Inc.

1 Dated: March ___, 2018

2 By: _____

SUSAN HOUZE

Individually and on behalf of the Class

4 Dated: March ___, 2018

5 By: _____

KEVIN NGAI

Individually and on behalf of the Class

8 Dated: March ___, 2018

9 By: _____



MARCIA PRICE

Individually and on behalf of the Class

13 Dated: March ___, 2018

WALSWORTH WFBM, LLP

15 By: _____

NICHOLAS A. CIPITI

KATHLEEN A. STRICKLIN

Attorneys for Defendant EZ-Flo International, Inc.

19 Dated: March ___, 2018

20 By: _____

21 Print Name: _____

22 Print Title: _____

23 On behalf of EZ-Flo International, Inc.

1 Dated: March __, 2018

2 By: _____

3 SUSAN HOUZE

4 Individually and on behalf of the Class

5 Dated: March __, 2018

6 By: _____

7 KEVIN NGAI

8 Individually and on behalf of the Class

9 Dated: March __, 2018

10 By: _____

11 MARCIA PRICE

12 Individually and on behalf of the Class

13 Dated: March 12, 2018

14 By: _____

15 WALSWORTH WEBB, LLP

16 NICHOLAS A. CIPITI

17 KATHLEEN A. STRICKLIN

18 Attorneys for Defendant EZ-Flo International, Inc.

19 Dated: March __, 2018

20 By: _____

21 Print Name: _____

22 Print Title: _____

23 On behalf of EZ-Flo International, Inc.

1 Dated: March __, 2018

2 By:

3 SUSAN HOUZE

4 Individually and on behalf of the Class

5 Dated: March __, 2018

6 By:

7 KEVIN NGAI

8 Individually and on behalf of the Class

9 Dated: March __, 2018

10 By:

11 MARCIA PRICE

12 Individually and on behalf of the Class

13 Dated: March __, 2018

14 WALSWORTH WFBM, LLP

15 By:


16 NICHOLAS A. CIPITI

17 KATHLEEN A. STRICKLIN

18 Attorneys for Defendant EZ-Flo International, Inc.

19 Dated: March 12, 2018

20 By:

21 

22 Print Name: Michael Phillips

23 Print Title: General Counsel

24 On behalf of EZ-Flo International, Inc.






Settlement Agreement
Schedule 1: Covered Products







COVERED PRODUCT BRANDS	
<ul style="list-style-type: none">• Eastman• EZ-FLO• PlumbWell	







COVERED PRODUCT CATEGORIES – WATER SUPPLIES	
<ul style="list-style-type: none">• WATER SUPPLY CONNECTORS• STOP VALVES• BRASS FITTINGS• BRASS VALVES	

WATER SUPPLY CONNECTORS – FLEXIBLE STAINLESS STEEL	
FAUCET	
TOILET	
WASHING MACHINE	
DISHWASHER	
ICE MAKER / WATER FILTER	

WATER SUPPLY CONNECTORS – FLEXIBLE VINYL	
FAUCET	
TOILET	
WASHING MACHINE	
DISHWASHER	
ICE MAKER / WATER FILTER	

STOP VALVES – MULTI-TURN	
COMPRESSION	
FIP	
SWEAT	
CPVC – SOLVENT WELD	
PEX	
DUAL OUTLET	

STOP VALVES – ¼ TURN	
COMPRESSION	
FIP	
SWEAT	
CPVC – SOLVENT WELD	
PEX	
DUAL OUTLET	

BRASS FITTINGS	
PUSH-FIT	
PEX - BRASS	
COMPRESSION	
BRASS VALVES	
BALL VALVE - IPS	
BALL VALVE - SWEAT	
BALL VALVE - PEX	

NEEDLE VALVE	
SADDLE VALVE	
HOSE BIBB	
BOILER DRAIN	
SILL COCK	

EXHIBIT 1

«Barcode»

***Houze, et al. v. BrassCraft Manufacturing
Company, et al., Case No. BC493276***
Superior Court of the State of California –
County of Los Angeles

Settlement Benefits may be available for Eligible Conditions in Covered Products by submitting this Claim Form to the EZ-Flo Claims Administrator.

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

[illegible]

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Zip Code

YOU MUST SIGN AND DATE THIS CLAIM FORM ON PAGE 4 TO BEGIN THE CLAIM HANDLING PROCESS.

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Zip Code

LIST ALL PROPERTY OWNERS. If there are additional owners, attach a list with each additional owner's name and address.

If you are making a claim for a business or entity, provide the following:

Address of Property Owner (Street)

[illegible]

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Zip Code

QUESTIONS? CALL 1-866-798-2031 OR VISIT WWW.EZ-FLOSETTLEMENT.COM Page 1 of 4

BZTPCF031



FOR CLAIMS PROCESSING ONLY	OB		CB		<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B

Are you (or the business or entity identified above) the current owner of the property? ☐ Yes ☐ No

If NO, what dates did you (or the business or entity) own the property:

/ /

2) Claimant Contact Information/Mailing Address

Street

City

State

Zip Code

— —

Home Phone Number

— —

Work Phone Number

Email

3) Address of Affected Property ("Property Unit") (if different than mailing address)

You must submit separate Claim Forms for each property if you are seeking Settlement Benefits for more than one Property Unit. A P.O. Box is not an appropriate address; you must list the physical street address.

Street

City

State

Zip Code

Unit type (select one): ☐ Residential ☐ Commercial

See Section 3 of the Notice or go to www.EZ-Flosettlement.com to determine what type of Property Unit you have.

4) Identification of Covered Product(s).

YOU MUST SUBMIT PHOTOGRAPHS OF EACH COVERED PRODUCT, TAKEN WITHIN TEN (10) YEARS OF THE DATE OF MANUFACTURE, WITH THIS CLAIM FORM.

Identify the type and number of Covered Product(s) for which you are submitting this Claim Form:

Product Type	Quantity
Supply Stop	
Water Connector	
Fitting	
Don't Know Type / Other (please identify):	

5) Proof of Date of Manufacture (Required for each Covered Product).

Product Type	Date Code(s), Date(s) of Manufacture, or Date of Purchase
Supply Stop	
Water Connector	
Fitting	
Don't Know Type / Other (please identify):	

The photographs you submit with this Claim Form must show both: (1) EZ-Flo manufacture stamp if this stamp appears on the Covered Product; AND (2) Date of Manufacture stamp if this stamp appears on the Covered Product. For help locating the (1) EZ-Flo Covered Product brand manufacture stamp and (2) Date of Manufacture stamp on supply stops and water connectors, go to www.EZ-Flosettlement.com.

QUESTIONS? CALL 1-866-798-2031 OR VISIT WWW.EZ-FLOSETTLEMENT.COM Page 2 of 4



6) Proof of Eligible Conditions in a Covered Product(s)

To determine if you have Exterior Meringue Deposits, an Occlusion, an Inoperable Valve handle, or a Leak, see Section 7 of the Notice or go to www.EZ-Flosettlement.com.

A. Are you making a claim for an Exterior Meringue Deposit?

☐ Yes ☐ No

To submit a valid claim for Exterior Meringue Deposits, the photographs you submit with this Claim Form must show the claimed Exterior Meringue Deposits while in service. This benefit is limited to 15 replacement parts per property unit.

B. Are you making a claim for an Occlusion?

☐ Yes ☐ No

To submit a valid claim for an Occlusion, the photographs you submit with this Claim Form must show the Covered Product in service. You must also complete and sign Affidavit "A" at the end of this Claim Form. This benefit is limited to 3 replacement parts per property unit.

C. Are you making a claim for an an Inoperable Valve handle? (limited to 3 replacement parts)?

☐ Yes ☐ No

To submit a valid claim for an Inoperable Valve handle, the photographs you submit with this Claim Form must show the Covered Product in service and Exterior Meringue Deposits. You must also complete and sign Affidavit “A” at the end of this Claim Form. This benefit is limited to 3 replacement parts per property unit.

D. Are you making a claim for a Leak?

☐ Yes ☐ No

To submit a valid claim for a Leak, you must submit the Covered Product(s) to the Claims Administrator, in accordance with the following instructions, to confirm an Eligible Condition:

Upon receipt of your completed and signed Claim Form and photographs of the Covered Product(s), and after a Leak Claim involving a Covered Product is confirmed, the Claims Administrator will provide you with a return shipping authorization and pre-paid shipping label for return of the Covered Product(s) to EZ-Flo. Upon receipt of the return shipping authorization and pre-paid shipping label, you have sixty (60) days to return the Covered Product(s) to EZ-Flo or the Claims Administrator may deny your Leak Claim

E. Are you making a claim for \$3,500 or less in Property Damage resulting from a Leak?

☐ Yes ☐ No

The maximum Settlement Benefit for Property Damage Claims is \$3,500 per Property Unit. Under this settlement, you may not recover for property damage covered and paid by insurers. You may recover for deductibles not paid by insurance. If you are making more than one claim for property damage, you must submit a separate Claim Form for each claim.

Date of Leak/property damage loss (mm/dd/yyyy):

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/

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/

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Total Leak amount claimed:

Leak Only without property damage claimed \$_____ ~Or~ Leak with property damage claimed \$_____

Have you reported, or do you intend to report, your claim for property damage to an insurance company? ☐ Yes ☐ No

If YES, provide the name, address, phone number, claim representative of the insurance company, and claim number:

For a valid property damage claim, you must submit:

- The Covered Product to the Claims Administrator by following the procedure set forth in **Section D** (claim for a Leak) above.
- Photographs depicting all alleged property damage.
- You may attach documents or other materials in support of your property damage claim to this Claim Form (i.e., invoices, photographs, repair estimates).
- Copies of invoices, expense records, receipts, or other verifiable documents for your reasonable out-of-pocket expenses for repair or replacement of damaged property that were not otherwise paid or reimbursed by an insurance company or other entity.



F. Did you experience more than \$3,500 in Property Damage resulting from a Leak?

☐ Yes ☐ No

If YES, choose one of the following:

- ☐ I elect to limit my claim to \$3,500 in Property Damage.
☐ I elect to waive the benefits of this settlement and pursue my own individual claim with my own counsel in a separate lawsuit.

The Settlement gives Class Members with more than \$3,500 in Property Damage the option to either (1) make a claim for a maximum payment of \$3,500 per Property Unit, regardless of the amount of actual damages claimed; or (2) opt out of the Settlement during the claims period and file an individual lawsuit against EZ-Flo, forfeiting all Settlement benefits.

7) Prior Adjudication of Claims

Have you or someone on your behalf (e.g., insurance company or contractor) previously settled with, released, or otherwise had claims related to this Property Unit adjudicated on the merits against EZ-Flo that are substantially similar to those alleged in this action?

☐ Yes ☐ No

8) Signature Verification

IMPORTANT DEADLINES: Claims for Exterior Meringue Deposits must be made within one year of the date the Settlement Agreement becomes final (the "Effective Date"). Claims for Occlusions and Inoperable Valves must be made within three years of the Effective Date. Claims for Leaks that occur before the Effective Date must be made within three years of the Effective Date or within seven years of the Date of Manufacture, whichever date is later. Claims for Leaks that occur after the Effective Date must be made within one year of the Leak. The Effective Date shall be posted to the settlement website www.EZ-Flosettlement.com within 10 days of the date the Final Order and Judgment entered pursuant to the Settlement Agreement becomes final.

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE. I AGREE TO RETAIN AND TO ALLOW AN EXAMINATION OF MY RECORDS AND COVERED PRODUCTS TO VERIFY THIS INFORMATION IF REQUIRED BY THE SETTLEMENT. I FURTHER ACKNOWLEDGE THAT ANY COVERED PRODUCTS SUBMITTED TO THE CLAIMS ADMINISTRATOR SHALL BECOME THE PROPERTY OF EZ-FLO INTERNATIONAL, INC. AND MAY BE DISPOSED OF WITHOUT NOTICE AFTER THE FINAL DETERMINATION OF MY CLAIM, INCLUDING THE DETERMINATION OF ANY APPEALS TO THE SPECIAL MASTER THEREON. IF MY CLAIM IS DENIED BECAUSE THE PART IS NOT A COVERED PRODUCT, I WILL BE GIVEN NOTICE OF SUCH DETERMINATION AND AN OPPORTUNITY TO RETRIEVE THE PART AT MY EXPENSE.

ALL OWNERS OF THE SUBJECT PROPERTY MUST SIGN THIS CLAIM FORM TO BEGIN THE CLAIM HANDLING PROCESS.

Owner Signature: _____ Date (mm/dd/yyyy): ____ / ____ / ____

Co-Owner Signature: _____ Date (mm/dd/yyyy): ____ / ____ / ____

Business or Entity Signature: _____ Date (mm/dd/yyyy): ____ / ____ / ____

Please make a copy of the completed form for your records.

Mail or Deliver to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041

AFFIDAVIT OF CLAIMANT "A"

(To be completed and signed by property owner seeking Settlement Benefits for a Covered Product with an alleged **Occlusion** and/or an alleged **Inoperable Valve**)

I hereby declare under the penalty of perjury that (check all that apply):

- ☐ I am making a claim for a Covered Product with an **Occlusion**. I hereby state that the Covered Product for which I seek Settlement Benefits has an **Occlusion** as defined in Paragraph 1.13.c of the Settlement Agreement.
☐ I am making a claim for an **Inoperable Valve** handle that is a Covered Product. I hereby state that the Covered Product for which I seek Settlement Benefits is a stop valve that is mechanically inoperable as defined in Paragraph 1.13.d of the Settlement Agreement.

Owner Signature: _____ Date (mm/dd/yyyy): ____ / ____ / ____



EXHIBIT 2

Notice of Pendency and Proposed Settlement of Class Action**Relating to EZ-Flo brass plumbing components**

Your rights may be affected by the Litigation and proposed settlement discussed in this court-authorized Notice. This Notice is to inform you of the conditional certification of a Settlement Class, the nature of the claims at issue, rights to participate in or not participate in the Settlement Class, and the effect of exercising your various options. Settlement Class Members are not being sued.

YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER	
DO NOTHING	If you do nothing, you have the opportunity to participate in the settlement benefits and will be bound by its terms if it is approved by the Court.
FILE A CLAIM	Review the Settlement Claim Form to see if you are eligible to make a claim. <i>*If you are eligible for relief under this settlement, you <u>must</u> complete and submit a claim form within the appropriate claims periods.</i>
EXCLUDE YOURSELF	Write to the Claims Administrator if you do not want to benefit from or be bound by this settlement.
OBJECT	File an objection with the Claims Administrator if you are not satisfied with the settlement.
GO TO A HEARING	Ask for permission to speak in Court about the fairness of the settlement.

Your legal rights and options --- **and the deadlines to exercise them** --- are explained in this Notice. Your legal rights may be affected whether you act or do not act. Please read this Notice carefully. Capitalized terms in this Notice have the same meaning as provided in the “Definitions” section of the Class Action Settlement Agreement and Release on file with the Court. In the event of any discrepancy between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

1. Why did the Court issue this Notice?

This Notice is given to inform you that (1) a class action lawsuit is pending in the Superior Court of the State of California, County of Los Angeles before the Honorable Ann I. Jones entitled *Houze v. BrassCraft Manufacturing Company*, Case No. BC493276 (the “Litigation”); (2) you may be a Settlement Class Member; (3) the parties have proposed to settle the Litigation; (4) the proposed settlement may affect your legal rights; and (5) you have a number of options.

2. What is this Litigation about?

Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price, on behalf of the Settlement Class, allege they have suffered damages arising out of alleged defects in certain potable water plumbing system components and sub-components made of yellow brass (copper alloys with a zinc content of 15% or greater by weight) and designed to be regularly in contact with water, including, but not limited to, those specifically identified in Schedule 1 - Covered Products (which is attached to this Notice and also available on the settlement website www.EZ-Flosettlement.com), which were manufactured, distributed, and/or sold by EZ-Flo International, Inc. (“EZ-Flo”) on or before the date the settlement becomes effective (“Covered Products”).

Plaintiffs allege that the Covered Products are inadequate or of poor or insufficient quality or defective resulting in damage.

EZ-Flo denies all of the material allegations made by Plaintiffs in the Litigation and denies any wrongdoing or liability of any kind. Among other things, EZ-Flo maintains and believes that the Covered Products are of high quality, are not defective, and do not violate any code, standard or law. EZ-Flo further maintains and believes that it has, at all times, complied with all applicable federal and state laws, codes and standards.

Accordingly, nothing in this Notice or the proposed settlement reflects an admission by EZ-Flo that there is a defect in any of the Covered Products or that it violated any law or the rights of any person covered by this Notice.

3. How do I know if I am part of the Settlement Class?

The Court has conditionally certified a Settlement Class (identified in greater detail below), INCLUDING: All Persons that own or have owned a Property Unit(s) located in the United States that contain or has ever contained a Covered Product manufactured up to ten (10) years before the Effective Date. “Property Unit” means an individual residential or individual commercial property unit. An individual residential property unit is a single-family dwelling, including any single detached home or single attached home (such as a townhouse, co-op, or condominium) in which at least one of the property’s owners resides. An individual commercial property unit is any single family detached or attached home that is leased, rented or occupied by a tenant, renter or guest, and that is not continuously occupied by the owner(s); or any single unit in a building, structure or complex that is intended or used for commercial purposes (including those which are designed or provide for multiple unit occupancy, such as office buildings, hotels and apartment buildings).

You are EXCLUDED from the Settlement Class and *not* covered by this settlement if you: (a) validly and timely exclude yourself, using the procedure set forth below in Sections 15 and 16; (b) are a retailer, wholesaler, or claims aggregator or a person or entity who claims to be an assignee of rights associated with any of the Covered Products (except for associations of homeowners seeking Settlement Benefits for common areas); (c) insurers and/or providers of extended service contracts or warranties for the Settlement Class Structures; or (d) are the Honorable Ann I. Jones or a member of her family.

4. How do I know if my plumbing system contains EZ-Flo products that may be covered by this settlement?

Please visit the settlement website, www.EZ-Flosettlement.com to review Schedule 1 - Covered Products and additional exemplars and photographs provided thereon, which contains general descriptions and sample photographs of some, but not all, EZ-Flo products covered by this settlement. You may also request that a copy of Schedule 1 – Covered Products be mailed to you by making a written request to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041.

5. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the settlement, visit the settlement website at www.EZ-Flosettlement.com or call the toll free number 1-866-798-2031. You may also write with questions to EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041, or send an e-mail to Info@EZ-Flosettlement.com.

6. What are the reasons for the settlement?

The Court did not decide in favor of the Plaintiffs or EZ-Flo. Instead, the parties agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The Settling Parties reached this Settlement Agreement only after very long negotiations, many exchanges of information, and independent consideration of the risks and benefits of settlement through the assistance of an experienced Mediator.

Class Counsel and Defense Counsel have considered the substantial benefits from the settlement that will be given to the Settlement Class Members and balanced these benefits with the risk that a trial could end in a verdict for EZ-Flo. They also considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of litigation through trial and appeals and the risk that a nationwide class would not be certified. Even if Plaintiffs were successful in these efforts, Settlement Class Members would not receive any benefits for years.

7. What does the settlement provide?

Benefits. If the proposed settlement is ultimately approved by the Court, it will provide several forms of relief to Claimants in the Settlement Class based on the specific defect, as verified and accepted by the Claims Administrator. In return for the relief described below, the Settlement Class Members release their rights to pursue any claims against EZ-Flo and related entities relating to the claims at issue in this Litigation.

To be eligible for any Settlement Benefits, you must complete the Claim Form per its instructions, include the required documentation, and mail it to the address in the instructions so that it is postmarked timely. A Claim Form is enclosed, but you can obtain additional Claim Forms from the settlement website, www.EZ-Flosettlement.com or by written request to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041. The documentation required to be eligible for Settlement Benefits is detailed in the Claim Form.

For the purposes of this Section, the following definitions describe Eligible Conditions associated with Covered Products for which a Claimant may be entitled to Settlement Benefits:

- (A) “**Exterior Meringue Deposit**” means white or green zinc oxide deposits or any other dezincification on a Covered Product caused by dezincification of the Covered Product, which deposits are observed within ten (10) years after each such product’s Date of Manufacture.
- (B) “**Leak**” means the visible unintended passage of water, at a rate of at least six (6) visible drops per hour, from the interior to the exterior of a Covered Product related to any failure of the Covered Product as a result of dezincification, occurring within ten (10) years after each such product’s Date of Manufacture.
- (C) “**Occlusion**” means a reduction in water flow capacity due to zinc oxide build-up as a result of dezincification in a Covered Product occurring within ten (10) years after the Covered Product’s Date of Manufacture, that causes the water flow rate to drop below the minimum requirements when measured under the following protocols: (a) supply stop valves – ASME A112.18.1 Section 5.4 and Table 1; (b) water connectors – ASME A112.18.6 Section 5.4 and Table 1; and (c) all other Covered Products – a fifty (50) percent obstruction to the path of the water flow. A reduction in water flow capacity of a Covered Product due to mineral deposits, sediment, and/or debris other than from dezincification of the Covered Product itself does not qualify.
- (D) “**Inoperable Valve**” means a valve handle assembly on a Covered Product that cannot be turned to an open or closed position, or can only be turned to an open or closed position with the exertion of force in excess of fifteen (15) foot-pounds of torque (as tested in accordance with ASME A112.18.1, Section 5.5 and Table 2), due to zinc oxide, copper oxide, or other build-up as a result of dezincification of the Covered Product, which condition occurs within ten (10) years after the Covered Product’s Date of Manufacture. Valves that are inoperable due to calcium or other mineral deposits do not qualify.

The following conditions DO NOT constitute an Eligible Condition under the Settlement Agreement, and Settlement Benefits will not be provided for any Covered Product with such conditions: (1) damage or malfunction caused by the failure of components other than those manufactured or distributed by EZ-Flo; (2) damage or malfunction caused by Misuse; (3) damage or malfunction caused by Improper Workmanship; and/or (4) damage or malfunction caused by maintenance that is inconsistent with EZ-Flo’s maintenance instructions.

A. SETTLEMENT BENEFITS FOR EXTERIOR MERINGUE DEPOSITS

For each qualifying Covered Product with exterior meringue deposits, EZ-Flo has agreed to provide Claimant owners of Property Units with a replacement part for no more than fifteen (15) Covered Products per Property Unit.

B. SETTLEMENT BENEFITS FOR LEAKS

For each qualifying Covered Product with a Leak without property damage, EZ-Flo has agreed to provide Claimant owners of Property Units with the following benefits: (a) cash reimbursement for all Replacement Part(s); and (b) cash reimbursement for the reasonable, out-of-pocket labor costs incurred to repair and/or replace the part in accordance with the reasonable labor costs for plumbing professionals in the relevant market area, limited to \$100 per Replacement Part with a maximum of \$500 per Property Unit.

Property Damage – For each qualifying Covered Product with a Leak with property damage, EZ-Flo has agreed to provide Claimants who incurred property damage as a direct and proximate result of the Leak with the following benefits: (a) cash reimbursement for the reasonable out-of-pocket labor and property damage costs incurred to repair and/or replace the part(s), and (b) property damage in accordance with the reasonable labor and materials costs for plumbing and repair professionals in the relevant market area, not to exceed \$3,500 per Property Unit. Claimants who incur more than \$3,500 in property damage may later elect to opt out of the Settlement during the claims period to pursue their individual claims against EZ-Flo, forfeiting all Settlement benefits. Claimants may not recover property damage costs covered and paid by insurers, but may recover for deductibles not paid by insurance.

C. SETTLEMENT BENEFITS FOR OCCLUSIONS

For each qualifying Covered Product with an Occlusion, EZ-Flo has agreed to provide a Replacement Part to Claimant owners of Property Units. Claimants are entitled to Replacement Parts for a maximum of three (3) Covered Products with Occlusions per Property Unit.

D. SETTLEMENT BENEFITS FOR INOPERABLE VALVES

For each qualifying Covered Product with an Inoperable Valve, EZ-Flo has agreed to provide a Replacement Part to Claimant owners of Property Units. Claimants are entitled to Replacement Parts for a maximum of three (3) Covered Products with Inoperable Valves per Property Unit.

The complete terms of the settlement are in the Settlement Agreement, which is available on the settlement website www.EZ-Flosettlement.com. You may also obtain a copy of the Agreement by sending a written request to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041, or by accessing the public docket for the Court.

8. What do I need to do to participate in the settlement?

To obtain any Settlement Benefits from EZ-Flo, you must follow the instructions on the Claim Form. All Claim Forms, together with supporting photographs, documentation and any other information, as applicable, must be mailed by first-class United States Mail, postage prepaid, to the Claims Administrator:

EZ-Flo Settlement Claims Administrator
P.O. Box 404041
Louisville, KY 40233-4041

You cannot submit your Claim Form and accompanying materials by telephone or on the Internet. If you change your address and want to receive a Claim Form or any Settlement Benefits owed to you by EZ-Flo at your new address, you should notify the Claims Administrator of your new address by either (i) visiting www.EZ-Flosettlement.com and providing your new address or (ii) sending written notice of your change of address to the Claims Administrator at the address above.

If you did not receive a Claim Form by mail, or if you need to obtain one or more additional Claim Forms, you can get one in any of the following ways: (1) by downloading a Claim Form at the Claims Administrator’s website, www.EZ-Flosettlement.com; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator’s toll-free telephone number, 1-866-798-2031; or (3) by requesting a Claim Form be mailed to you by writing to the EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041.

In signing the Claim Form, you submit under penalty of perjury, which means that you are swearing under oath that the statements you make in your form are true. The submission of a false claim may be a criminal offense.

QUESTIONS? CALL 1-866-798-2031 OR VISIT WWW.EZ-FLOSETTLEMENT.COM

9. What is the deadline for submitting a Claim Form?

For claims based on Exterior Meringue Deposits, Settlement Class Members must complete and submit a Claim Form and supporting documentation no later than one (1) year after the Effective Date of this Settlement Agreement.

For claims based on Occlusions or Inoperable Valves, Settlement Class Members must complete and submit a Claim Form and supporting documentation no later than three (3) years after the Effective Date of this Settlement Agreement.

For claims based on Leaks that occur before the Effective Date, Settlement Class Members must complete and submit a Claims Form and supporting documentation within the later of three (3) years from the Effective Date or seven (7) years from the Date of Manufacture.

For claims based on Leaks that occur after the Effective Date, Settlement Class Members must complete and submit a Claims Form and supporting documentation within one (1) year of the date of the leak.

**** Effective Date is the first date by which any Final Order and Judgment entered pursuant to the Settlement Agreement becomes final. Updates as to the Effective Date will appear on the Claims Administrator's website, www.EZ-Flosettlement.com.**

10. How and when will the Claims Administrator process claims for Settlement Benefits?

Validation of Claims for Benefits. For Claim Forms submitted within the appropriate claims periods as noted in paragraph 9 above, the Claims Administrator will begin reviewing all such Claim Forms and required supporting documentation if, following the Fairness Hearing, the Court grants final approval of the Class Settlement and, after entry by the Court of the Final Approval Order and the Judgment therein, no Notice of Appeal of the Judgment or any order in the Action has been filed, the time provided for any such appeal has expired, and any right to take any such appeal has been waived or otherwise lost, or each such appeal that has been taken has been finally adjudicated and the Judgment and Final Approval Order have been upheld in all respects by each such final adjudication. If you timely submit a Claim Form, the Claims Administrator will evaluate it based on all the information and documentation you have provided. If you fail to provide all information, documents, or photographs required by the Claim Form, the Claims Administrator will notify you in writing of your failure to do so.

For Settlement Claims timely and completely submitted *before* the Effective Date of the settlement, the Claims Administrator shall use best efforts to resolve such claims within sixty (60) days of the Effective Date of the settlement. For Settlement Claims due, or otherwise timely and completely submitted *after* the Effective Date of the settlement, the Claims Administrator shall use best efforts to accept or deny such claims within ninety (90) days of the submission of the Settlement Claim. Settlement Class Members who have already received any form of compensation related to a particular Covered Product will not be eligible for further Settlement Benefits for that particular Covered Product.

Denial of Claims for Benefits. If your Claim Form and accompanying materials do not meet all of the requirements of the settlement, your claim will be deemed invalid, the Claims Administrator will deny your claim, you will not receive any Settlement Benefits, and you will be informed in writing of that decision. In the event a Settlement Claim is denied by the Claims Administrator, the Settlement Class Member will be informed in writing of the denial of the claim and the reasons for the denial. The deadline to appeal the denial is 45 days from the date of mailing the written denial. Any appeal will be adjudicated by a Special Master who shall independently determine the validity of the claim. Instructions for appealing a decision of the Claims Administrator will be provided with all denied claims.

Distribution of Settlement Benefits. If you submit a Claim Form seeking benefits under the settlement, and it is determined that your Claim Form and accompanying materials present a valid claim and satisfy the eligibility criteria of the Agreement, you will receive the applicable Settlement Benefit(s) within a reasonable time following validation of your claim.

No Settlement Benefits Until Appeal Exhaustion. If any Notice of Appeal from the Final Approval Order or the Judgment provided therein is timely filed by any party, objector, claimant, or other person, the settlement will not be or become final or effective. EZ-Flo will have no obligation to distribute any Settlement Benefits to any Settlement Class Member, unless and until each such appeal has been finally adjudicated and the Final Approval Order, including the Judgment therein, has been upheld in all respects by each such final adjudication.

11. What am I giving up to get Settlement Benefits?

RELEASE: If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, final approval of this settlement will result in a release by you as otherwise specified in more detail in the Settlement Agreement of all claims against EZ-Flo that arise out of or are related in any way to claims that the Covered Products are inadequate or of poor or insufficient quality or defective, which were alleged or could have been alleged in this Litigation or in similar actions. You also will not be able to recover against any third parties, including without limitation manufacturers, suppliers, distributors (including wholesale and retail distributors), builders, developers, contractors, design professionals, plumbers, installers or others (as well as their related entities) responsible for manufacturing, supplying, distributing, selling, installing, or specifying use of the Covered Products on any claims that the Covered Products are inadequate or of poor or insufficient quality or defective, and relinquish the rights described in the Settlement Agreement as to such claims.

The complete terms of the settlement are in the Settlement Agreement, which is available on the settlement website www.EZ-Flosettlement.com. You may also obtain a copy of the Agreement by sending a written request to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041, or by accessing the public docket for the Court. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firm representing the Settlement Class listed in the section "Do I have a lawyer in this case?" for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

12. Do I have a lawyer in this case?

Yes. The Court has appointed the following counsel for the Settlement Class: Kenneth Kasdan, Graham LippSmith, and Michael Turner of Kasdan LippSmith Weber Turner LLP, 19900 MacArthur Boulevard, Suite 850, Irvine, California 92612.

13. How will the lawyers for the Settlement Class be paid?

If the Court approves the settlement, the Court will also determine what amount of attorneys' fees, costs and all other expenses should be paid to Class Counsel for their representation of Plaintiffs and the Settlement Class in this Litigation. Payment of attorneys' fees and expenses to Class Counsel will not reduce any benefits available to you as part of the settlement. EZ-Flo has agreed to pay Class Counsel an amount to be fixed by the Court as reasonable attorneys' fees, costs, and all other expenses, so long as the amounts do not exceed \$2,000,000.

14. What happens if I do nothing after receiving this Notice?

If you are a Settlement Class Member, you do nothing and the Court approves the settlement, then you are eligible to receive the benefits of the settlement and will otherwise be bound by the terms of the Settlement Agreement, but you will have to file a Claim on time to receive any Settlement Benefits. You will not be allowed to pursue a separate claim against EZ-Flo relating to the facts at issue in this Litigation.

If you are eligible for relief under this settlement, you must complete and submit a Claim Form within the appropriate claims periods as noted in paragraph 9 above.

15. What does it mean to request exclusion from the Settlement Class?

If you fit within the Settlement Class definition, you will be a member of the Settlement Class and will be bound by the Settlement Agreement if the Court approves it, unless you exclude yourself from the Settlement Class (also known as “opting out”). Being “bound by the Settlement Agreement” means that you will be prevented from bringing, or participating as a claimant in, a similar lawsuit against EZ-Flo. Persons who exclude themselves from the Settlement Class will not be bound by the terms of the Settlement Agreement and will not be eligible to receive any Settlement Benefits, but they may retain the right to sue EZ-Flo at their own cost.

You cannot exclude yourself from the Settlement Class and the proposed settlement if you wish to object to the settlement and/or appear before the Court during the Fairness Hearing (see Sections 18 and 19), as you need to be a Settlement Class Member affected by the settlement to object or appear.

16. How do I request exclusion?

You may exclude yourself from the Settlement Class provided that your request is made in writing and postmarked no later than sixty (60) days after the date of the mailing of Notice.

Exclusion or “opt out” rights may be exercised by counsel representing you, provided that counsel attests in the exclusion or “opt out” that: (a) counsel signing the opt-out has been retained by you; (b) you have been advised of the consequences of opting out, including that no settlement benefits will be received; (c) counsel signing the opt-out has been authorized by you to exercise the exclusion or “opt out” right on your behalf; and (d) you have been given a copy of the opt-out and attestation. Such opt-outs shall also include a clear specification of your name and all premises sought to be opted-out (e.g., by address, unit number for units, by designation of boundaries for unnumbered premises).

To exclude yourself, you or your counsel must send a letter to the Claims Administrator that includes (a) your name, current address, and telephone number; (b) the address of the Property Unit that you wish to “opt out” and your status as a person who would be a Settlement Class Member but for the “opt-out,” if your current address differs from the address for the property for which you have asserted a claim; (c) the owner of the building or structure if you are not the owner of the building or structure; (d) a statement indicating your election to be excluded from the Settlement Class; and (e) your signature. If your counsel opts out on your behalf, your counsel must meet the additional requirements set forth above in this section. The written request to exclude yourself from the settlement must be sent to: EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041.

You will only be excluded from the settlement if your request is **postmarked** no later than sixty (60) days after the date of the mailing of Notice, and includes the required items. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. If you fail to submit a valid and timely request for exclusion within sixty (60) days of the date of the mailing of Notice, you will be bound by all terms of the settlement and the Final Order and Judgment, regardless of whether you have requested exclusion from the settlement.

In determining whether you want to exclude yourself from the settlement, you are advised to consult your own attorney, as there may be issues particular to your circumstances that require consideration. You, however, will be fully responsible for all legal fees and costs you incur.

17. What if I do not like the Settlement?

If you are a Settlement Class Member, you can object to the settlement. To object, you must send a letter to the Claims Administrator and: (a) set forth your full name, current address, and telephone number; (b) identify the address of the building or structure giving rise to your standing to make an objection and establish your status as a Settlement Class Member, if your current address is different; (c) identify the owner of the building or structure if you are not the owner of the building or structure; (d) set forth the basis for your conclusion that the building or structure contains EZ-Flo Covered Products; (e) state that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, and have not opted out of the Settlement Class; (f) set forth the basis(es) for any Objection that you wish to assert; and (g) provide copies of any documents that you wish to submit relating to your Objection. In addition, state in writing whether you intend to appear at the Fairness Hearing either with or without separate counsel. The Court will consider oral objections made at the Fairness Hearing.

Any written objection must be postmarked no later than sixty (60) days after the date of the mailing of Notice, to EZ-Flo Settlement Claims Administrator, P.O. Box 404041, Louisville, KY 40233-4041. You, however, will be fully responsible for all legal fees and costs you incur.

If your objections do not meet all of the requirements set forth in this section, they will be deemed invalid and will be overruled.

18. When and where will the Court determine whether to approve the settlement?

The Court has scheduled a Fairness Hearing at : m. on Month , 2018, in Department 308 of the Los Angeles County Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, CA 90005. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and will consider Class Counsel’s request for attorneys’ fees and expenses. The Court will also consider objections and may grant permission for objecting Settlement Class Members to speak. The Court may decide these issues at the Fairness Hearing or take them under consideration. We do not know how long these decisions will take.

19. Do I have to come to the Fairness Hearing?

No. You are not required to come to the hearing but you are welcome to come at your own expense.

Settlement Class Members who object to the proposed settlement do not need to attend the Fairness Hearing for their objections to be considered. If you wish to appear either personally or through your own attorney at the settlement hearing, send both a timely objection and a notice of intention to appear to the Claims Administrator at the address set forth in Section 17 above no later than sixty (60) days after the date of the mailing of Notice. You, however, will be fully responsible for all legal fees and costs you incur.

Your notice of intention to appear should include copies of any papers, exhibits, or other evidence that you or your counsel will present at the hearing.

20. What if the proposed settlement is not approved?

If the proposed settlement is not granted final approval, the putative Settlement Class that has been preliminarily approved will be decertified, the *Houze* action will proceed without further notice, and none of the agreements set forth in this Notice will be valid or enforceable.

21. How do I get more information about the settlement?

This Notice only summarizes the proposed settlement. The official terms of the proposed settlement are available by visiting the public files for the Superior Court of the State of California, County of Los Angeles, or by visiting the settlement website www.EZ-Flosettlement.com.

By order of Month , 2018, Judge Ann I. Jones of the Superior Court of the State of California, County of Los Angeles, assigned.

EXHIBIT 3

Legal Notice

If You Are a Current or Former Owner of a Home or Building Containing an EZ-Flo Potable Water Plumbing Component Made With Yellow Brass, You May Receive Benefits of a Class Action Settlement.

Para una notificación en Español, llama o visita nuestro website.

A settlement has been reached with EZ-Flo International, Inc. (“EZ-Flo”) about certain potable water plumbing components and sub-components, including water supply connectors, stop valves, brass fittings, and brass valves made of yellow brass manufactured and/or sold by EZ-Flo (“Covered Products”). The settlement provides benefits for conditions alleged to be associated with Covered Products. The Superior Court of the State of California, County of Los Angeles, will hold a Fairness Hearing to decide whether to provide final approval to the settlement so that benefits can be issued. Class Members have legal rights and options, such as submitting a claim for benefits or excluding themselves from or objecting to the settlement. More information is in the detailed Notice and the Settlement Agreement, both of which are available online at www.EZ-Flosettlement.com.

WHAT IS THIS ABOUT? The settlement resolves various claims, including that the Covered Products are inadequate or of poor or insufficient quality or otherwise defective, resulting in damage. EZ-Flo denies all of the claims. The Court has not decided which side is right. Instead, the parties have entered into a settlement to end the litigation.

WHO IS INCLUDED? The Court created a Settlement Class covering all persons that own or have owned homes, buildings, or any other structures located in the United States that contain, or have ever contained, a Covered Product manufactured up to ten years before the Effective Date. Visit the Settlement Website to read descriptions and view photos of the Covered Products.

WHAT DOES THE SETTLEMENT PROVIDE? Class Members who submit valid claims may be entitled to one or more of the following for each qualifying Covered Product: (1) for Covered Products confirmed to have exterior meringue deposits, claimants are entitled to a replacement part for up to 15 Covered Products per Property Unit; (2) for Leak claims without property damage, claimants are entitled to (a) cash reimbursement for all Replacement Part(s) and (b) cash reimbursement for reasonable, out-of-pocket labor costs incurred to repair and/or replace the part, up to \$100 per Replacement Part with a maximum of \$500 per Property Unit; (3) for Leak claims with property damage as a result of that Leak, claimants are entitled to (a) cash reimbursement for the reasonable out-of-pocket labor and property damage costs incurred to repair and/or replace the part(s), and (b) property damage in accordance with the reasonable labor and materials costs for plumbing and repair professionals in the relevant market area, not to exceed \$3,500 per Property Unit; and (4) for Occlusion or Inoperable Valve claims, claimants are entitled to Replacement Parts for a maximum of three Covered Products with per Property Unit.

HOW DO YOU ASK FOR BENEFITS? To obtain settlement benefits you must complete and submit a Claim Form. Claim Forms are available at the website or by calling (866) 798-2031. The earliest deadline for submitting a claim is expected to be no later than one year after the Effective Date of the Settlement Agreement. The detailed Notice and Settlement Agreement, available at www.EZ-Flosettlement.com, describe more fully the benefits available under the proposed settlement and how to file a claim.

WHAT ARE YOUR OTHER OPTIONS? If you do not want to be legally bound by the settlement, you must exclude yourself from the Class no later than 60 days after the date of the publication of Notice, or you will not be able to sue EZ-Flo about the legal claims this settlement resolves, ever again. If you exclude yourself, you cannot get any benefits from the settlement. If you stay in the Class, you may object to the settlement by written

Objection no later than 60 days after the date of the publication of Notice. The Court will consider objections during the Fairness Hearing. The detailed Notice further explains how to exclude yourself or object.

THE FAIRNESS HEARING. The Court will hold a hearing in the case, known as *Houze, et al. v. BrassCraft Manufacturing Company, et al.*, Case No. BC493276, on **Month __, 2018, at __:__ .m.**, to consider whether to approve the settlement, and a request by Class Counsel for attorney fees, costs, and expenses of no more than \$2 million and incentive awards for the Class Representatives in the amount of \$1,000 for each Property Unit they own. Payment of attorney fees, costs, and expenses will not reduce the benefits to Settlement Class Members. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

For more information go to www.EZ-FloSettlement.com or call (866) 798-2031.

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MILES HOuze, individually and on behalf)	Case No.: BC493276
of all others similarly situated,)	
SUSAN HOuze, individually and on behalf)	
of all others similarly situated,)	
KEVIN NGAI, 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)	DECLARATION OF CARLA PEAK ON
behalf of all others similarly situated,)	SETTLEMENT NOTICE PLAN
)	
Plaintiff,)	
)	
vs.)	
BRASSCRAFT MANUFACTURING)	
COMPANY, a Michigan corporation, EZ-)	
FLO INTERNATIONAL, INC., a California)	
corporation, and DOES 1 through 1,000,)	
inclusive,)	
Defendants.)	
)	

DECLARATION OF CARLA PEAK ON SETTLEMENT NOTICE PLAN

I, Carla Peak, declare as follows:

1. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct. I am Vice President of Legal Notification Services at KCC, LLC (“KCC”). KCC is an experienced national class action notice provider and class administrator with significant experience in administering class action settlements. KCC’s services include settlement fund escrow and reporting, class member data management, legal notification, call center support, and claims administration.

2. This declaration will describe KCC’s experience, as well as the notice program (the “Notice Plan”) proposed for this case, *Houze, et al. v. BrassCraft Manufacturing Company, et al.*, Case No. BC493276, including how the Notice Plan was developed.

DECLARATION OF CARLA PEAK ON SETTLEMENT NOTICE PLAN

EXPERIENCE

3. KCC is a class action administrator that specializes in providing comprehensive class action services, including, but not limited to, pre-settlement consulting, email and mailing campaign implementation, website design, claims administration, check and voucher disbursements, tax reporting, settlement fund escrow reporting, class member data management, legal notification, call center support, claims administration, and other related services critical to the effective administration of class actions. KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing, and disbursement requirements of settlements to ensure the orderly and fair treatment of class members and all parties in interest.

4. An industry leader, KCC has implemented more than 6,000 successful class action notice and settlement administration matters and handled thousands of distributions in other contexts. Our experience includes many of the largest and most complex settlement administrations of both private litigation and of actions brought by state and federal government regulators.

5. More specifically, KCC has been appointed as the notice or claims administrator in many product liability class actions. For example, KCC was appointed as the administrator in *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation*, No. 1:15-cv01364 (N.D. Ill.); *Chambers v. Whirlpool Corporation*, No. 8:11-cv-01733 (C.D. Cal.); *In re: Sears, Roebuck and Co. Front-Loader Washer Products Liability Litig.*, No. 1:06-cv-07023 (N.D. Ill.); *Roberts v. Electrolux Home Products, Inc.*, No. 8:12-CV-01644 (C.D. Cal.); *Beck-Ellman v. Kaz USA, Inc.*, No. 3:10-cv-02134 (S. D. Cal.); and *In Re: Uponor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, No. 11-MD-2247 (D. Minn.). KCC was also appointed as the Claims Administrator in this action for the settlement between Plaintiffs and Defendant BrassCraft Manufacturing Company, making it uniquely familiar with disseminating notice of settlement and

administering claims for the types of products involved, here. More information on KCC's experience can be found at www.kccllc.com.

OVERVIEW

6. KCC is informed that direct contact information is not available for Class Members other than the proposed Class Representatives. As such, the Notice Program utilizes paid notice in well-read consumer magazines and on a variety of desktop and mobile websites, including the social media site Facebook. The Notice Program is expected to reach approximately 70% of likely Class members an average of 2.2 times each.¹

7. The reach of the Notice Program is consistent with other effective, court-approved settlement notice programs and is designed to meet due process requirements. The Federal Judicial Center's (FJC) *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (the FJC Checklist) considers 70-95% reach among class members to be a "high percentage" and reasonable.²

NOTICE PLAN SUMMARY

Notice Design and Content

8. Prior to publication, KCC will review the Notice and Claim Form and determine whether they are consistent with the guidelines outlined on the Federal Judicial Center's Class Action Notice website (www.fjc.gov). KCC understands that the Notice is not subject to the requirements outlined in Rule 23 or other federal guidelines but nevertheless provides guidance consistent with California's common standards regarding Notice for class action settlements. Specifically, KCC will ensure the Notice is in full compliance with plain language requirements and describes the following: (a) the nature of the action; (b) the class definition; (c) the class claims, issues, and defenses; (d) the timing and manner of excluding oneself from the settlement;

¹ The reach or net reach of a notice program is defined as the percentage of a class that was exposed to a notice net of any duplication among people who may have been exposed more than once. Notice exposure is the average number of times that those reached by a notice would be exposed to a notice.

² Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide, Federal Judicial Center 2010 (<https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>).

(e) the timing and manner for objecting to the settlement; (f) the binding effect of the class judgment on the Class Members; (g) how to contact Class Counsel; and (h) how to obtain copies of relevant documents.

Class Target

9. The Class or Class members consists of all Persons that own or have owned a Property Unit(s) located in the United States that contain, or has ever contained, a Covered Product manufactured up to ten (10) years before the Effective Date of the settlement (“EZ-Flo Class members”). “Property Unit” means an individual residential or individual commercial property unit. An individual residential property unit is a single-family dwelling, including any single, detached home or single, attached home (such as a townhouse, co-op, or condominium) in which at least one of the property’s owners resides. An individual commercial property unit is any single-family detached or attached home that is leased, rented or occupied by a tenant, renter or guest, and that is not continuously occupied by the owner(s); or any single unit in a building, structure or complex that is intended or used for commercial purposes (including those which are designed or provide for multiple unit occupancy, such as office buildings, hotels and apartment buildings). “Covered Product” means any and all potable water plumbing system components and sub-components made of yellow brass (copper alloys with a zinc content of 15% or greater by weight) and designed to be regularly in contact with water including, but not limited to, those product categories specifically identified in Schedule 1 of the Settlement Agreement, which were manufactured, distributed, and/or sold by EZ-Flo on or before the Effective Date.

10. EZ-Flo yellow brass products are not specifically measured by GfK MediaMark Research & Intelligence, LLC (“MRI”).³ Therefore, KCC studied MRI data among U.S. adults

³ GfK MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI’s Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

who own a home (“Homeowners”) because this broad, over-inclusive target group contains the pool of likely Class members.

11. Knowing the characteristics, interests, and habits of a target group aids in the media selection process. Demographic highlights of Homeowners include the following: 98.5% speak English most often; 90.9% have graduated from high school and 63.2% have attended college or beyond; 91.1% are 25 years of age or older and 78.2% are 35 years of age or older; 88.3% live in a household consisting of two or more people, and 72.2% live in a household consisting of two to four people; 87.4% own a home valued at less than \$500,000 and 70.3% own a home valued between \$100,000 and \$499,999; 87.0% have a household income of \$30,000 or more, and 79.6% have a household income of \$40,000 or more; 84.0% live in a Metropolitan CBSA;⁴ 82.1% are white; 71.9% have lived at their current address for five years or more; 69.5% live in County Size A or B, with 40.0% living in County Size A;⁵ and 62.9% are married.

⁴ Core Based Statistical Areas (CBSAs) consist of the county or counties or equivalent entities associated with at least one core (urbanized area or urban cluster) of at least 10,000 population, plus adjacent counties having a high degree of social and economic integration with the core as measured through commuting ties with the counties associated with the core. The general concept of a CBSA is that of a core area containing a substantial population nucleus, together with adjacent communities having a high degree of economic and social integration with that core. CBSAs are defined by the U.S. Office of Management and Budget to provide a nationally consistent set of geographic entities for the United States and Puerto Rico for use in tabulating and presenting statistical data. Metropolitan Statistical Areas are CBSAs associated with at least one urbanized area that has a population of at least 50,000. The metropolitan statistical area comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting. Micropolitan Statistical Areas are CBSAs associated with at least one urban cluster that has a population of at least 10,000 but less than 50,000. The micropolitan statistical area comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.

⁵ Nielsen County Size classifications are based on Census household counts and metropolitan proximity. There are four county size classes, “A,” “B,” “C,” and “D.” “A” counties are highly urbanized areas and belong to the 21 largest Metropolitan Statistical Areas. The combined counties contain 40% of United States households. “B” counties are counties not defined as A counties that have more than 85,000 households. The combined counties contain 30% of United States households. “C” counties are counties not defined as A or B counties that have more than 20,000 households or are in Consolidated Metropolitan Areas or Metropolitan Statistical Areas with more than 20,000 households. The combined counties contain 15% of United States households. “D” counties are all counties not classified as A, B, or C counties. They are considered very rural. The combined counties contain 15% of United States households.

12. On average, Homeowners: are 50 years of age; have a household income of \$95,788; and own a home valued at \$268,528.⁶

13. Also important is the fact that, compared to the general adult population, Homeowners are: 32.0% more likely to have a household income of \$150,000 or more; 28.4% more likely to have lived at their current address for five years or more; 24.1% more likely to be 65 years of age or older and 17.7% more likely to be between 55 and 64 years of age; 19.0% more likely to be married; 15.9% more likely to have graduated from college or beyond as the highest degree received; 11.1% more likely to live in a household consisting of two people; and 9.1% more likely to be white.

Consumer Magazines

14. A third-page Summary Notice will be placed in the national print and digital editions of *Good Housekeeping* and *People* magazines.

15. *Good Housekeeping* reaches approximately 9.2% of Homeowners, and its readers are 14.6% more likely to be Homeowners, as compared to the general population. *People* reaches approximately 16.8% of Homeowners.

Internet Banners

16. According to MRI, 90.6% of Homeowners have access to the internet at home using a computer and 85.9% have looked at or used the internet in the last 30 days. Additionally, 58.4% of Homeowners consume an average amount or more of internet media in an average week than the general adult population

17. As a result, to further extend reach among likely Class members, KCC will implement an internet banner campaign. Using comScore data,⁷ we have determined the number

⁶ The average age for U.S. adults is 47, the average household income is \$81,761, and the average home value is \$268,528.

⁷ comScore, Inc. (comScore) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior everywhere, capturing 1.9 trillion global interactions monthly. comScore's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. comScore operates in more than 75 countries, serving over 3,200 clients worldwide. comScore measures individuals rather than cookies or IP addresses and filters out international data, non-human traffic (bots and

of internet impressions necessary to effectively reach likely Class members. Based on my analysis, KCC will purchase 210 million internet impressions to be distributed over leading networks, such as the Google Display Network and Yahoo! Ad Network, as well as the social media site Facebook. The impressions will appear on both mobile and desktop devices. The online ads will be targeted to adults 25 years of age and older (Adults 25+) and will include an embedded link to the case website.

Case-Dedicated Website

18. In coordination with Class Counsel and Defense Counsel, KCC will [or “has designed and implemented,” depending on the timing] design and implement a website, www.EZ-Flosettlement.com, dedicated to the Settlement to provide information and assist potential Settlement Class Members. The website will publish the full Notice of the settlement and provide the Claim Form. It will also list the exclusion, objection, and claim-filing deadlines, as well as the date and time of the Court’s Fairness Hearing. Also posted on the website will be relevant Court documents, including: (a) the Preliminary Approval Order; (b) Class Action Settlement Agreement and Release as to Defendant EZ-Flo International, Inc.; (c) and Fifth Amended Complaint, all of which will be available for download by anyone who visits the website. In addition, the Notice and Claim Form will be available for download from the website, and the website will contain claims filing instructions, as well as the contact information for KCC.

19. The Settlement Website will be maintained for at least the duration of the EZ-Flo Settlement claims process.

Response Mechanisms

20. An informational website will be established to give Class members the ability to obtain additional information and documents about the Settlement. The website address will be provided in all notice materials and accessible through a hyperlink embedded in the internet banner notices.

spiders), non-user initiated traffic, pop-ups, partial page loads, and shared usage environments (internet cafes, libraries, airport kiosks, etc.) to effectively measure visibility and reach among valid human traffic.

21. A toll-free number will be established to allow a simple way for Class members to learn more about the Settlement in the form of frequently asked questions and answers. It will also allow Class members to request that more information be mailed directly to them. The toll-free number will be provided in the printed notice materials and on the Settlement website.

CONCLUSION

22. The Notice Plan will effectively reach the Class and will deliver “noticeable” Notices to capture Class members’ attention and provide them with information necessary to understand their rights and options.

23. In my opinion, the Notice Plan is consistent with other effective settlement notice programs. It is the best notice practicable and meets the “desire to actually inform” due process communications standard of *Mullane*. It provides the same reach and frequency evidence that Courts have approved and that has withstood appellate scrutiny, other expert critiques, as well as collateral review. The Notice Plan is also consistent with the 70-95% “high percentage” reach guideline set forth in the FJC’s Checklist.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 13th day of March, 2018.



Carla Peak

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EXHIBIT 5

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MILES HOUZE, individually and on
behalf of all others similarly situated,
SUSAN HOUZE, individually and on
behalf of all others similarly situated,
KEVIN NGAI, 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.: 308

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT, CERTIFYING
PROVISIONAL SETTLEMENT
CLASS, APPOINTING
SETTLEMENT CLASS COUNSEL,
SETTING HEARING ON FINAL
APPROVAL OF SETTLEMENT,
AND DIRECTING NOTICE TO
THE CLASS**

DATE:
TIME:
DEPT.

Action Filed: October 4, 2012
Trial Date: None Set

1 **ORDER**

2 Pursuant to California Rules of Court Rule 3.769(c), Plaintiffs Miles Houze, *et al.*,
3 on behalf of themselves and a nationwide class of others similarly situated, (collectively
4 “Plaintiffs”) moved this Court for an Order preliminarily approving the Settlement
5 Agreement and Release as to Defendant EZ-Flo International, Inc. (“Settlement
6 Agreement”), certifying a provisional settlement class, appointing settlement class
7 counsel, setting a hearing on the final approval of the settlement, and directing notice to
8 the class (the “Motion”). Defendant EZ-Flo International, Inc. (“Defendant EZ-Flo”)
9 joined in Plaintiffs’ request for an order preliminarily approving the settlement between
10 Plaintiffs and EZ-Flo.

11 Upon consideration of the Motion, the Settlement Agreement,¹ the materials
12 previously submitted in this case, the arguments of counsel, and other materials relevant
13 to this matter, and good cause appearing therefore, **THE COURT HEREBY FINDS**
14 **AND ORDERS AS FOLLOWS:**

- 15 1. The Court grants preliminary approval of the Settlement Agreement.
- 16 2. The terms of the Settlement Agreement are sufficiently fair, reasonable, and
17 adequate to allow dissemination of notice according to the Notice Plan provided in the
18 Settlement Agreement. Specifically, the Court approves the Notice Plan and approves, as
19 to form and content the Notices attached to the Settlement Agreement. This
20 determination is not a final finding that the Settlement Agreement is fair, reasonable, and
21 adequate, but instead is a determination that there is reasonable cause to submit the
22 proposed Settlement Agreement to Settlement Class Members and to hold a hearing on
23 the fairness of the proposed settlement and on the final approval of the settlement
24 (“Fairness Hearing”), and ultimately approve the Settlement.

25
26 _____
27 ¹ All capitalized terms have the same definitions provided in the final Class Action Settlement
28 Agreement as to Defendant EZ-Flo International, Inc. executed by the parties unless otherwise
provided herein.

1 3. The Court hereby approves the provisions for disseminating the above
2 materials substantially as described in the Notice Plan in the Settlement Agreement. These
3 materials (a) provide the best practicable notice, (b) are reasonably calculated, under the
4 circumstances, to apprise Settlement Class Members of the pendency of the action, the
5 terms of the proposed settlement, and of their right to appear, object to, or exclude
6 themselves from the proposed settlement, (c) are reasonable and constitute due, adequate,
7 and sufficient notice to all persons entitled to receive notice, and (d) comply fully with the
8 requirements of the California Rules of Court, the California Code of Civil Procedure, the
9 California Civil Code, the Constitution of the State of California, the United States
10 Constitution, and any other applicable law.

11 4. The Notice Administrator shall be responsible for providing notice of the
12 proposed settlement to the Settlement Class Members in accordance with the provisions
13 of the Settlement Agreement. The Notice Administrator shall disseminate Notices and
14 Claim Forms per the Notice Plan within twenty (20) days of the entry of this Order.
15 Within fifteen (15) days after the deadline to disseminate Notices and Claim Forms to
16 Settlement Class Members, the Notice Administrator shall provide declarations to the
17 Court, with a copy to Class Counsel and Counsel for Defendant EZ-Flo, attesting to the
18 measures undertaken to provide Notices and Claim Forms to the Settlement Class.

19 5. The Court preliminarily certifies a class for settlement purposes only,
20 consisting of persons who meet the following criteria:

21 All Persons that own or have owned a Residential Property Unit(s) and/or a
22 Commercial Property Unit(s) located in the United States that contain or
23 have ever contained a Covered Product manufactured on or before the
24 Effective Date.

25 6. Excluded from the Settlement Class are:

- 26 a. Persons who validly and timely exclude themselves using the
27 procedures set forth in the Settlement Agreement;
28 b. Retailers, wholesalers, and claims aggregators or persons or

1 entities who claim to be an assignee of rights associated with
2 any of the Covered Products, except associations of
3 homeowners may seek Settlement Benefits for common areas
4 only;

5 c. Except as specified in the Settlement Agreement, insurers
6 and/or providers of extended service contracts or warranties
7 for the Settlement Class Structures; and

8 d. The Honorable Ann I. Jones and members of her family.

9 7. If, for any reason, the Settlement Agreement is not ultimately approved, the
10 proposed settlement and any order certifying a Settlement Class shall be vacated *nunc*
11 *pro tunc* and the Litigation shall proceed as though the Settlement Class had never been
12 certified, without prejudice to the Parties' rights to either request or oppose class
13 certification for purposes of litigation.

14 8. In making the findings set forth in Paragraphs 5 and 6 herein, the Court has
15 exercised its discretion in conditionally certifying the Settlement Class on a nationwide
16 basis. The Court designates Named Plaintiffs Miles Houze, Susan Houze, Kevin Ngai,
17 and Marcia Price to serve as the Class Representatives.

18 9. The Court also hereby appoints Kenneth S. Kasdan, Graham B. LippSmith,
19 and Michael D. Turner of Kasdan LippSmith Weber Turner LLP, and the successors of
20 these attorneys and this law firm, to serve as Class Counsel. For purposes of these
21 settlement proceedings, the Court finds that these counsel are adequate, competent, and
22 capable of performing their responsibilities as Class Counsel.

23 10. The Settlement Agreement is for settlement purposes only. Neither the fact
24 of, any provision contained in, nor any action taken under the Settlement Agreement shall
25 be construed as an admission of the validity of any claim, argument claiming offensive
26 collateral estoppel, or any factual allegation that was or could have been made by
27 Plaintiffs and Settlement Class Members in the Action, or of any wrongdoing, fault,
28 violation of law, or liability of any kind on the part of EZ-Flo. The Settlement

1 Agreement shall not be offered or be admissible in evidence against EZ-Flo or cited or
2 referred to in any other action or proceeding against EZ-Flo, except for an action or
3 proceeding (1) brought by or against the Parties to enforce or otherwise implement the
4 terms of the Settlement Agreement; (2) involving any Plaintiff or Settlement Class
5 Member to support a defense of *res judicata*, defense of collateral estoppel, defense of
6 release, or other theory of claim preclusion, issue preclusion, or similar defense; or
7 (3) involving an attempt to enforce a stay of other litigation pursuant to the terms set forth
8 in the Settlement Agreement and the Court's Order preliminarily approving the
9 Settlement Agreement.

10 11. Anyone who wishes to be excluded from the Settlement Class must submit
11 a written request for exclusion (in the form set forth in the Notice Plan, and at [www.EZ-](http://www.EZ-Flosettlement.com)
12 [Flosettlement.com](http://www.EZ-Flosettlement.com)) by sending it to the Notice Administrator at the address in Paragraph
13 13, below, by first-class U.S. mail. Requests for exclusion must contain all information
14 described in the Settlement Agreement, and otherwise meet the requirements set forth
15 therein. The envelope containing the request for exclusion must be postmarked no later
16 than sixty (60) days after the first date Notices are disseminated pursuant to the Notice
17 Plan.

18 12. Any Settlement Class Member who does not submit a request for exclusion
19 in accordance with the deadlines and other specifications set forth in this Order and the
20 Settlement Agreement shall be bound by all proceedings, orders, and judgments of this
21 Court pertaining to the Settlement Class.

22 13. Any Settlement Class Member who intends to object to the fairness,
23 reasonableness, or adequacy of the proposed Settlement must mail a written objection to
24 EZ-Flo Notice Administrator, P.O. Box _____, _____,
25 _____, by first-class mail with postage paid. The Notice Administrator will
26 then serve any Objections received on Class Counsel and Counsel for Defendant EZ-Flo.
27 If timely Objections are not already filed with the Court by Objectors, Class Counsel
28 and/or EZ-Flo will file any Objections received with the Court. Objections must contain

1 all information described in the Settlement Agreement, and otherwise meet the
2 requirements of that agreement. The envelope containing the objection to the Settlement
3 must be postmarked no later than sixty (60) days after the first date Notices are
4 disseminated pursuant to the Notice Plan. Only Settlement Class Members may object to
5 the Settlement.

6 14. Objecting Settlement Class Members must state in writing whether they
7 intend to appear at the Fairness Hearing(s) either with or without separate counsel. No
8 Settlement Class Member shall be heard at the Fairness Hearing (whether individually or
9 through separate counsel) or shall be allowed to object to the Settlement, and no written
10 objections or briefs submitted by any Settlement Class Member shall be received or
11 considered by the Court at the Fairness Hearing, unless written notice of the Settlement
12 Class Member's intention to appear at the Fairness Hearing and copies of any written
13 objections or briefs shall have been served on the Notice Administrator at the addresses
14 set forth in Paragraph 13 no later than sixty (60) days after Notices are disseminated
15 pursuant to the Notice Plan. In addition to its obligation to serve and file objections, the
16 Notice Administrator will also serve any notice of a Settlement Class Member's intention
17 to appear at the Fairness Hearing and associated briefing received on Class Counsel,
18 Counsel for Defendant EZ-Flo, and all other parties due notice in this case via Case
19 Anywhere. The Notice Administrator will also file any such notices of a Settlement
20 Class Member's intention to appear at the Fairness Hearing and associated briefing with
21 the Court by filing such documents directly or arranging for such documents to be filed
22 by Class Counsel or Counsel for Defendant EZ-Flo. Settlement Class Members who fail
23 to file and serve timely Objections in the manner specified above shall be deemed to have
24 waived any objections and shall be foreclosed from making any objection (whether by
25 appeal or otherwise) to the Settlement.

26 15. Seven (7) days prior to the date set for the Fairness Hearing or by another
27 date ultimately set by the Court, Plaintiffs and Defendant EZ-Flo shall file their briefs in
28 support of settlement approval and Plaintiffs shall file their briefs in support of any

requests for attorney fees, costs reimbursements, and class representative incentive awards. Plaintiffs and Defendant EZ-Flo shall concurrently file responses to Objections made by Settlement Class Members.

16. On _____, 2018 at _____, the Court will hold the Fairness Hearing. It shall be held in Department 308 of the Los Angeles County Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, CA 90005. The Fairness Hearing may be continued or rescheduled by the Court with notice to Class Counsel, Counsel for Defendant EZ-Flo, and any objecting Settlement Class Member who has filed a notice of intention to appear in accordance with Paragraph 14 of this Order. At the Fairness Hearing, or as soon thereafter as practicable, the Court will determine whether the proposed settlement is fair, reasonable, and adequate and whether it should be approved by the Court. At the Fairness Hearing, the Court will also consider the amount of attorney fees, costs reimbursements, and class representative incentive awards. If appropriate, the Court will issue a Final Order and Judgment memorializing its decision, in the form contemplated by the Settlement Agreement.

17. Pending further orders by this Court, all proceedings in this case and all other cases raising related issues shall be stayed, as to all claims concerning EZ-Flo fittings, except for proceedings pursuant to this Order or as necessary to effectuate the dismissal of any Related Action. All Settlement Class Members who do not request exclusion from the Settlement Class in accordance with this Order and the Settlement Agreement shall be barred from commencing and thereafter prosecuting any action, suit, proceeding, claim, or cause of action (except those based on or relating to personal injury or wrongful death) in any jurisdiction or court against EZ-Flo, which relates to or arises out of the subject matter of this action.

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1 18. Class Counsel and Counsel for Defendant EZ-Flo are authorized to
2 establish other means necessary to effectuate the terms of the Settlement Agreement.

3
4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2018

7 HON. ANN I. JONES
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EXHIBIT 6

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MILES HOUZE, individually and on
behalf of all others similarly situated,
SUSAN HOUZE, individually and on
behalf of all others similarly situated,
KEVIN NGAI, individually and on behalf
of all others similarly situated, MARCIA
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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.: 308

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF EZ-FLO
SETTLEMENT**

DATE:
TIME:
DEPT.

Action Filed: October 4, 2012
Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF EZ-FLO
SETTLEMENT**

WHEREAS, Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price (collectively “Plaintiffs” or “Class Representatives”), on behalf of the EZ-Flo Settlement Class,¹ and Defendant EZ-Flo International, Inc. (“EZ-Flo”) have applied to the Court pursuant to Rule 3.769(c) of the California Rules of Court for an Order (i) finally approving the proposed settlement of the above-captioned class action as to Defendant EZ-Flo, only, (the “EZ-Flo Action”) in accordance with the parties’ Class Action Settlement Agreement and Release as to Defendant EZ-Flo and addenda thereto (“Settlement Agreement”), which set forth the terms and conditions for a proposed settlement of the EZ-Flo Action, and (ii) resolving all Plaintiffs’ and Settlement Class Members’ claims regarding or relating to Covered Products upon the terms and conditions in the Settlement Agreement;

WHEREAS, at a _____, 2018, hearing, the Court granted Plaintiffs’ Motion for Preliminary Approval (“Preliminary Approval Order”), preliminarily approving the Settlement Agreement, provisionally certifying the Settlement Class, appointing Class Counsel, directing Notice to the Class, setting a hearing to consider whether to grant final approval of the EZ-Flo Action settlement (the “Fairness Hearing”), and thereafter entered its Preliminary Approval Order on _____, 2018;

WHEREAS, on _____, 2018, the Notice Plan was implemented;

WHEREAS, as of _____, 2018, there were _____ Class Members who objected to the proposed Settlement Agreement;

WHEREAS, as of _____, 2018, there were _____ Class Members who opted out of the proposed Settlement Agreement;

WHEREAS, the Court held the Fairness Hearing on _____, 2018, to _____

¹ All capitalized terms have the same definitions provided in the final Class Action Settlement Agreement as to Defendant EZ-Flo International, Inc. executed by the parties unless otherwise provided herein.

determine, among other things, (i) whether the terms and conditions of the proposed Settlement Agreement are fair, reasonable and adequate and should therefore be approved; (ii) whether the Settlement Class should be finally certified for settlement purposes; (iii) whether Notice to the Settlement Class was implemented pursuant to the Preliminary Approval Order and Amended Preliminary Approval Order and constituted due and adequate notice to the Class; (iv) whether to approve the proposed benefits to the settlement; (v) whether to enter judgment resolving all Plaintiffs' and Settlement Class Members' claims regarding or relating to Covered Products upon the terms and conditions in the Settlement Agreement; (vi) whether and in what amount to award attorney fees and expenses to Class Counsel; and (vii) whether and in what amounts to award incentive awards to the Class Representatives; and

WHEREAS, at the Fairness Hearing on _____, 2018, the Court addressed the proposed Settlement Agreement with Class Counsel on behalf of the Settlement Class Members and Defense Counsel on behalf of EZ-Flo (collectively, the "Settling Parties").

NOW, THEREFORE, based on the written submissions of the Settling Parties and other documents and evidence in the Court's record in the EZ-Flo Action, and on the arguments of counsel at the Fairness Hearing, and good cause appearing, it is hereby **ORDERED AND DECREED** as follows:

1. **Incorporation of Settlement Documents.** This Order and Decree (the "Order" or "Final Order") incorporates and makes a part hereof the Class Action Settlement Agreement and Release as to Defendant EZ-Flo International, Inc. executed on or about _____, 2018, which was approved by the Court in its Preliminary Approval Order ("Settlement Agreement"). All capitalized terms not defined in this Order shall have the definitions ascribed to them in the Settlement Agreement.

2. **Jurisdiction.** The Court has personal jurisdiction over the parties and all other Settlement Class Members (as defined below) and has subject matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the proposed

1 Settlement, grant final certification of the Settlement Class, and enter final judgment
2 resolving all Plaintiffs' and Settlement Class Members' claims regarding or relating to
3 Covered Products upon the terms and conditions in the Settlement Agreement. The Court
4 shall retain jurisdiction to enforce the terms of this Final Order and the Judgment.

5 3. **Final Class Certification.** The Court finds that, for settlement purposes,
6 the prerequisites for certification of a class under California law (including Cal. Civ.
7 Proc. Code § 382 and Cal. R. Ct., Rule 3.769) have been satisfied, in that:

- 8 a. The Settlement Class is ascertainable;
- 9 b. The Settlement Class is so numerous that joinder of all members
10 would be impractical;
- 11 c. Plaintiffs have alleged one or more questions of fact and law that are
12 common to all members of the Settlement Class;
- 13 d. The Plaintiffs' claims are typical of those of the other Settlement
14 Class Members;
- 15 e. The Class Representatives and Class Counsel have fairly and
16 adequately represented and protected the interests of the members of
17 the Settlement Class, in that (i) their interests are and have been
18 consistent with those of the other Settlement Class Members; (ii)
19 Class Counsel are able and qualified to represent the Settlement
20 Class; and (iii) the Class Representatives and their attorneys have
21 fairly and adequately represented the Settlement Class Members in
22 prosecuting this Action and in negotiating and entering into the
23 Settlement; and
- 24 f. For settlement purposes only, questions of law and/or fact common
25 to members of the Settlement Class predominate over any such
26 questions affecting only individual Settlement Class Members, and a
27 class action is superior to all other available methods for the fair and
28 efficient resolution of the Action. In making these findings for

1 settlement purposes, the Court considered, among other things, (i)
2 the Settlement Class Members' interests in individually controlling
3 the prosecuting of separate actions, (ii) the impracticability of
4 inefficiency of prosecuting separate actions, (iii) the extent and
5 nature of any litigation concerning these claims already commenced,
6 and (iv) the desirability of concentrating the litigation of the claims
7 in a particular forum.

8 4. Pursuant to Cal. Civ. Proc. Code § 382 and Cal. R. Ct., Rule 3.769, the
9 Court hereby finally certifies this Action as a nationwide class action, for settlement
10 purposes only, on behalf of a Settlement Class consisting of:

11 All Persons that own or have owned a Property Unit(s)
12 located in the United States that contain or have ever
13 contained a Covered Product manufactured up to ten (10)
14 years before the Effective Date.

15 Excluded from the Settlement Class are:

- 16 a. Persons who validly and timely exclude
17 themselves using the procedure set forth in
18 Paragraphs 8.3 through 8.5 of the Settlement
19 Agreement;
- 20 b. Retailers, wholesalers, and claims aggregators or
21 persons or entities who claim to be an assignee of
22 rights associated with any product covered by the
23 Settlement Agreement, except associations of
24 homeowners may seek Settlement Benefits for
25 common areas, only;
- 26 c. Except as specified in the Settlement Agreement,
27 insurers and/or providers of extended service
28 contracts or warranties for the Settlement Class

Structures; and

- d. The Honorable Ann I. Jones and members of her family.

5. **Class Representative and Class Counsel Appointments.** The Court confirms its appointments of Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price as Class Representatives. The Court also confirms its appointments of Kenneth S. Kasdan, Graham B. LippSmith and Michael D. Turner as Class Counsel.

6. **Notice.** The Court confirms that the distribution of the Notice, the publication of the publication notice, the notice methodology as set forth in the Declaration of Carla Peak filed on _____, 2018, previously approved by the Court on _____, 2018, were all implemented in accordance with the Court's Preliminary Approval Order and Amended Preliminary Approval Order.

7. The Court further finds and confirms that the Notice and the Notice Plan:

- a. Constituted the best practicable notice;
- b. Constituted notice that was reasonably calculated under the circumstances to apprise potential Settlement Class Members, and fully and accurately inform them, of the pendency of the EZ-Flo Action, the effect of the Settlement Agreement (including the Released Claims), the nature and material terms of the proposed Settlement (including the benefits to Settlement Class Members, and Class Counsel's requests for attorney fees, expenses and incentive awards), their right to object to the proposed Settlement (benefits to Settlement Class Members, and Class Counsel's requests for attorney fees, expenses and incentive awards), their right to exclude themselves from the Settlement Class, and their right to appear at the Fairness Hearing;
- c. Were reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and

d. Met all applicable requirements of California law (including Cal. R. Ct. 3.766 and 3.769(f)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

8. **Final Settlement Approval.** The Court finds that the proposed Settlement Agreement resulted from multiple, non-collusive negotiations conducted at arms' length by the parties before Justice Howard B. Wiener and was entered into in good faith. The terms of the Settlement Agreement do not have any material deficiencies and do not improperly grant preferential treatment to any individual Settlement Class Member. Accordingly, the proposed Settlement Agreement is hereby fully and finally approved as fair, reasonable and adequate, consistent and in full compliance with all applicable requirements of California law (including Cal. Civ. Proc. Code § 382 and Cal. R. Ct., Rule 3.769), the United States Constitution (including the Due Process Clause), and the Rules of the Court, and in the best interests of each of the Settling Parties, and the Settlement Class Members.

9. In making these findings, the Court considered, among other factors, (i) the nature of the claims asserted and the strength of Plaintiffs' claims and EZ-Flo's defenses, (ii) the risk, expense, complexity, and likely duration of further litigation, (iii) the prospects of Plaintiffs' obtaining certification of a litigation class and of maintaining such certification through trial, (iv) the amount and kinds of benefits to be offered in the proposed Settlement Agreement, including what amounts to an extended warranty, (v) the stage of the proceedings at which the proposed Settlement Agreement was reached, (vi) the information available to the Settling Parties, and Settlement Class, and the Court, (vii) the experience and views of the Settling Parties' counsel, (viii) the extensive involvement of a well-respected mediator, a retired Justice of the California Court of Appeal, (ix) the Settlement Class Members' reactions to the proposed Settlement Agreement, including the number of objections and exclusion requests submitted by action or potential members of the Settlement Class, and (x) the submissions made for

consideration at the Fairness Hearing.

10. **The Court Has Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over this matter, which is the first-filed class action involving allegations related to the Covered Products.

11. **The Settlement Class Was Properly Certified.** The bases articulated by the Court for its provisional certification of the Class for settlement purposes support the final certification of the Settlement Class. The evidence shows that Plaintiffs have standing and that Class Counsel can adequately represent the Settlement Class. Moreover, this Court may certify a nationwide Settlement Class under these circumstances. Issues of manageability of a trial of the action are no longer a concern in settlement.

12. **The Settlement Is Non-Collusive.** This action has been vigorously contested by the Settling Parties for several years before this Court. The Court is familiar with counsel for the Settling Parties and, by observing the litigation and their conduct, does not believe that they have engaged in collusion. Moreover, arms-length settlement negotiations were overseen by a neutral mediator who monitored and observed the negotiation process.

13. **The Class Has Received and Will Continue to Receive Fair and Sufficient Benefits Under the Settlement.** In light of the costs and uncertainties of litigating this case—including the substantial possibility that Plaintiffs and the Settlement Class would not succeed on the merits and would recover nothing at all, as well as the expense and delays inherent in continued litigation—the Settlement is reasonable. The Settlement Class Members receive a variety of benefits depending on the conditions that their Covered Product(s) present, giving them lasting protection for up to 15 years depending on the condition(s) manifested.

In summary, the Settlement Agreement provides, among other relief, the following benefits and protections to Class Members:

- **SETTLEMENT BENEFITS FOR EXTERIOR MERINGUE DEPOSITS**

- For each qualifying Covered Product with exterior meringue deposits, EZ-Flo shall provide Claimant owners of Property Units with a replacement part for no more than fifteen (15) Covered Products per Property Unit.

- **SETTLEMENT BENEFITS FOR LEAKS**

- For each qualifying Covered Product with a Leak without property damage, EZ-Flo shall provide Claimant owners of Property Units with the following benefits: (a) cash reimbursement for all Replacement Part(s); and (b) cash reimbursement for the reasonable, out-of-pocket labor costs incurred to repair and/or replace the part in accordance with the reasonable labor costs for plumbing professionals in the relevant market area, limited to \$100 per Replacement Part with a maximum of \$500 per Property Unit.
- Property Damage – For each qualifying Covered Product with a Leak with property damage, EZ-Flo shall provide Claimants who incurred property damage as a direct and proximate result of the Leak with the following benefits: (a) cash reimbursement for the reasonable out-of-pocket labor and property damage costs incurred to repair and/or replace the part(s), and (b) property damage in accordance with the reasonable labor and materials costs for plumbing and repair professionals in the relevant market area, not to exceed \$3,500 per Property Unit. Claimants who incur more than \$3,500 in property damage may later elect to opt out of the Settlement during the claims period to pursue their individual claims against EZ-Flo, forfeiting all Settlement benefits. Claimants may not recover property damage costs covered and paid by insurers, but may recover for deductibles not paid by insurance.

- **SETTLEMENT BENEFITS FOR OCCLUSIONS**

- For each qualifying Covered Product with an Occlusion, EZ-Flo shall

provide a Replacement Part to Claimant owners of Property Units.

Claimants are entitled to Replacement Parts for a maximum of three (3) Covered Products with Occlusions per Property Unit.

- **SETTLEMENT BENEFITS FOR INOPERABLE VALVES**

- For each qualifying Covered Product with an Inoperable Valve, EZ-Flo shall provide a Replacement Part to Claimant owners of Property Units. Claimants are entitled to Replacement Parts for a maximum of three (3) Covered Products with Inoperable Valves per Property Unit.

14. **The Claims Process is Reasonable and Not Unduly Burdensome.** The claims process is reasonable and not unduly burdensome. The Court is satisfied that the period within which Settlement Class Members may make claims is sufficient; there is no evidence that a longer period is necessary. The Court is further satisfied that the evidence requirement of the claims process is reasonable, requiring, in some cases, only a photograph of the product and a completed claims form to initiate a claim. Settlement Class Members are permitted to rely on multiple and different types of evidence to prove that a covered failure has occurred, and such methods are clearly disclosed in the Settlement Agreement and in the Claim Form. Requiring Settlement Class Members to demonstrate their membership in the Class in this fashion is a reasonable method of filtering out fraudulent and improper claims.

The Court is not aware of any evidence suggesting that EZ-Flo has used or intends to use the claims process to discourage Settlement Class Members from filing claims for settlement relief, particularly when a claimant may appeal a denied claim to an independent Special Master without incurring fees or costs.

15. **The Notice Program Complied with All Requirements.** The notice plan was a sufficient and reasonable method of providing notice of the Settlement to all Settlement Class Members and further complied with all due process requirements. Notice was provided pursuant to the Notice Plan, which included substantial efforts to disseminate Notice by several means, including internet banner advertisements, notice by

1 publication in national leading magazines, press releases, and a settlement website.

2 The content of the Notice, whether sent directly to Settlement Class Members or
3 published, was clear and succinct and as complete as practicable. The Notices
4 appropriately directed Class Members to further resources, such as the Settlement
5 website, which contained additional and more detailed information relating to the
6 Settlement.

7 16. **The Plaintiffs Conducted a Sufficient Investigation of Class Claims.**

8 Plaintiffs and Class Counsel have satisfied their due diligence duty to the Settlement
9 Class by conducting a thorough examination and investigation of the law and facts,
10 including substantial discovery relating to the matters set forth in the class action
11 complaint and any amendments thereto, giving rise to this Settlement Agreement and the
12 claims set forth therein, as demonstrated by their continued litigation of this action, which
13 has now been ongoing for over four years. The Court is satisfied, based on the time spent
14 by Plaintiffs and Class Counsel in this litigation and the extent and scope of law and
15 motion, expert analysis, and settlement negotiations that Plaintiffs and Class Counsel
16 have conducted a sufficient investigation of class claims.

17 17. **The Class Representatives' Incentive Award Is Reasonable.** The Court

18 finds that an award of up to \$1,000 per Property Unit owned by the proposed Class
19 Representatives is fair and reasonable under the circumstances. Each Class
20 Representative served in a class representative capacity, supplied essential factual
21 information, responded to discovery, submitted their homes and yellow brass products to
22 inspections and extractions, participated in depositions, committed to testifying at trial,
23 and placed the interests of the Class ahead of their own. This Settlement Agreement
24 would not have been achieved without the information provided by and gathered from the
25 Class Representatives or their participation in the litigation.

26 18. **The Settlement Appropriately Protects Class Members' Due Process**

27 **Rights.** The Settlement does not infringe on any due process rights of the Settlement
28 Class Members. All Settlement Class Members were given an opportunity to contest the

1 fairness of the Settlement at the Fairness Hearing on _____, 2018, after
2 receiving Notice pursuant to the notice plan.

3 19. **Implementation of the Settlement Agreement.** The Settling Parties are
4 directed to implement and consummate the Settlement Agreement—including all
5 approved addenda—according to its terms and provisions. The Court approves the
6 documents submitted to the Court in connection with implementation of the Settlement
7 Agreement.

8 20. **Binding Effect.** All Settlement Class Members were given a full and fair
9 opportunity to participate in the Fairness Hearing, and all Settlement Class Members
10 wishing to be heard have been heard. Settlement Class Members have had a full and fair
11 opportunity to exclude themselves from the proposed Settlement and the Settlement
12 Class. Accordingly, the terms of the Settlement Agreement and of this Order shall be
13 forever binding on Plaintiffs and the Settlement Class Members who did not timely
14 exclude themselves from the Class, as well as on all of their heirs, executors,
15 predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02b) and assigns.

16 21. **Exclusion Requests.** The Claims Administrator has received _____
17 requests for exclusion from the Settlement Class. All Settlement Class Members that did
18 not opt out of the Settlement are, therefore, bound by and subject to the terms of the
19 Settlement Agreement, this Order, the Judgment, and all other orders entered in this
20 Action, regardless of whether any such person or entity previously initiated, has pending,
21 or subsequently initiates any litigation, arbitration, or other proceeding or has any other
22 Claim, against any or all of the Released Parties relating to any of the Released Claims.

23 22. **Releases.** As of the date of the Fairness Hearing, and without limiting the
24 full language of the Released Claims identified in Paragraphs 1.26-1.28, 4.3-4.9 of the
25 Settlement Agreement, which are given full force and effect, the Released Claims against
26 each and all of the Released Parties shall be released and barred, without costs to any
27 party, except as provided in the Settlement Agreement.

28 23. **Permanent Injunction.** Subject to the Settlement Agreement's terms, the

1 Court permanently bars and enjoins:

- 2 a. All Settlement Class Members (and their heirs, executors,
3 administrators, predecessors, successors, affiliates and assigns) that
4 did not serve timely and valid exclusions, from filing, commencing,
5 prosecuting, intervening in, participating in (as class members or
6 otherwise), or receiving any benefits or other relief from any other
7 lawsuit, arbitration, or administrative, regulatory, or other
8 proceeding or order in any jurisdiction that is based upon, arises out
9 of, or relates to any claim released against the Released Parties,
10 including, but not limited to, any claim that is based upon, arises out
11 of, or relates to the EZ-Flo Action or the transactions and
12 occurrences referred to in any Complaint filed in the EZ-Flo Action;
13 and
- 14 b. All persons and entities that did not serve timely valid exclusions,
15 from filing, commencing, or prosecuting any other lawsuit or
16 proceeding as a class action (including by seeking to amend a
17 pending complaint to include class allegations or by seeking class
18 certification in a pending action) or other representative or derivative
19 action on behalf of any Settlement Class Members as to the Released
20 Parties, if such other lawsuit or proceeding is based upon, arises out
21 of, or relates to any claims brought against the Released Parties,
22 including, but not limited to, any claim that is based upon, arises out
23 of, or relates to the Action or the transactions and occurrences
24 referred to any Complaint filed in the EZ-Flo Action.

25 24. **No Admissions.** This Order, the Settlement Agreement, the offer of the
26 Settlement Agreement, and compliance with this Order or the Settlement Agreement shall
27 not constitute or be construed as an admission by the Released Parties of any wrongdoing
28 or liability. This Order and the Settlement Agreement are to be construed solely as a

1 reflection of the Settling Parties' desire to facilitate a resolution of the claims in the EZ-
2 Flo Action and of the claims brought against the Released Parties. The Settling Parties
3 agree that no party was or is a "prevailing party" in this case. In no event shall this Order,
4 the Settlement Agreement, any of their provisions, or any negotiations, statements, or
5 court proceedings relating to their provisions in any way be construed as, offered as,
6 received as, used as, or deemed to be evidence of any kind in the EZ-Flo Action, any
7 other action, or any judicial, administrative, regulatory or other proceeding, except a
8 proceeding to enforce the Settlement Agreement. Without limiting the foregoing, neither
9 this Order nor the Settlement Agreement, nor any related negotiations, statements, or
10 court proceedings, shall be construed as, offered as, received as, used as, or deemed to be
11 evidence or an admission or concession of any liability or wrongdoing whatsoever on the
12 part of any person or entity, including, but not limited to, EZ-Flo, or as a waiver by EZ-
13 Flo of any applicable defense, provided, however, that this Order and the Settlement
14 Agreement may be filed in any action against or by EZ-Flo or Released Party to support a
15 defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
16 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
17 issue preclusion, or similar defense or counterclaim.

18 **25. Attorney Fees and Incentive Awards.**

19 The Court awarded \$_____ in total attorney fees to Class Counsel.
20 The Court awarded \$_____ in total costs reimbursements to Class Counsel.
21 The Court awarded \$_____ as incentive awards for each home owned by the
22 Class Representatives for a total of \$_____ in incentive awards. The Court
23 set forth its analysis and the bases for its awards of attorney fees, costs reimbursements,
24 and incentive awards in its separate Order Granting Class Counsel's Motion for Attorney
25 Fees, Costs Reimbursements, and Incentive Awards decided in conjunction with the
26 Fairness Hearing proceedings and this Order. The Court finds all such sums are fair and
27 reasonable and are to be paid by EZ-Flo pursuant to the Settlement.

28 To the extent there are any disputes arising from or in any way related to any

1 allocations or payments of attorney fees, costs reimbursements, or incentive awards
2 awarded from the Settlement, the Court shall have the sole and exclusive jurisdiction and
3 shall be the sole and exclusive venue to decide any and all such disputes.

4 26. **Notice of Final Order and Judgment to the Class.** Pursuant to Cal. R. Ct.
5 3.771(b), the Claims Administrator shall provide notice of this Final Order and the
6 Judgment to the Settlement Class by posting this Final Order and the Judgment on the
7 settlement website, www.EZ-Flosettlement.com, within five (5) days after entry of this
8 Final Order and the Judgment. The Court finds that such notice satisfies the notice
9 requirements of Cal. R. Ct. 3.771(b).

10 27. **Modification of Settlement Agreement.** Without further approval from
11 the Court, the Settling Parties are hereby authorized to agree to and adopt such
12 amendments, modifications, and expansions of the Settlement Agreement (including its
13 exhibits and addenda) as (i) are not materially inconsistent with this Order and (ii) do not
14 materially limit the rights of Settlement Class Members under the Settlement Agreement.

15 28. **Resolution of Action.** All claims that have been or could have been
16 asserted by any member of the Settlement Class regarding or relating to any and all
17 Covered Products are hereby released and barred upon the terms and conditions in the
18 Settlement Agreement.

19 29. **Retention of Jurisdiction.** Nothing in this Order shall preclude any action
20 to enforce the terms of the Settlement Agreement as approved by the Court. Without in
21 any way affecting the finality of this Order and the Judgment, the Court expressly retains
22 continuing and exclusive jurisdiction over the Settling Parties, the Settlement Class
23 Members and anyone else who or any law firm that appeared before this Court for all
24 matters related to this Action, including the administration, consummation, interpretation,
25 effectuation, or enforcement of the Settlement Agreement and of this Order, and for any
26 other reasonably necessary purpose, including, without limitation:

- 27 a. Enforcing the terms and conditions of the Settlement Agreement and
28 this Order;

- 1 b. Resolving any disputes, claims, or causes of action that, in whole or
2 in part, are related to or arise out of the Settlement Agreement or this
3 Order (including, without limitation, whether claims or causes of
4 action allegedly related to the Action are or are not barred by this
5 Order, the Judgment, and the Release);
- 6 c. Resolving any disputes, claims, or causes of action that, in whole or
7 in part, are related to or arise out of the Court's award of attorney
8 fees and costs herein (including, without limitation, the allocation of
9 any portion of the attorney fees and/or costs to any attorney who
10 seeks any portion of the attorney fees and/or costs awarded herein
11 and the resolution of any attorney fee and/or cost liens associated
12 with this case);
- 13 d. Entering such additional orders as may be necessary or appropriate
14 to protect or effectuate this Order and the Judgment, including
15 whether to impose a bond on any parties who appeal this Final Order
16 and the Judgment; and
- 17 e. Entering any other necessary or appropriate orders to protect and
18 effectuate this Court's retention of continuing jurisdiction, provided,
19 however, that nothing in this Order shall interfere with the Special
20 Master's ability to make final, binding, and non-appealable rulings
21 as prescribed in the Settlement Agreement.

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1 30. **Termination**. If the Settlement Agreement is not approved by the Court or
2 is otherwise terminated pursuant to the terms of the Settlement Agreement, this Order
3 shall be rendered null and void to the extent provided by and in accordance with the
4 Settlement Agreement.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____, 2018

_____ **HON. ANN I. JONES**

EXHIBIT 7

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

MILES HOUZE, individually and on
behalf of all others similarly situated,
SUSAN HOUZE, individually and on
behalf of all others similarly situated,
KEVIN NGAI, 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.: 308

CLASS ACTION

[PROPOSED] JUDGMENT

DATE:
TIME:
DEPT.

Action Filed: October 4, 2012
Trial Date: None Set

1 **JUDGMENT**

2 In accordance with, and for the reasons stated in the Order Granting Final
3 Approval of EZ-Flo Settlement and Order Granting Class Counsel’s Motion for Attorney
4 Fees, Costs Reimbursements, and Incentive Awards, judgment shall be entered whereby
5 Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, and Marcia Price (collectively
6 “Plaintiffs”) shall take nothing from Defendant EZ-Flo International, Inc. (“EZ-Flo”)
7 except as expressly set forth in the Settlement Agreement¹ and any addenda thereto, the
8 Order Granting Final Approval of EZ-Flo Settlement, and the Order Granting Class
9 Counsel’s Motion for Attorney Fees, Costs Reimbursements, and Incentive Awards. Each
10 side shall bear their own costs and fees except as otherwise provided in the Settlement
11 Agreement, the Order Granting Final Approval of EZ-Flo Settlement, and the Order
12 Granting Class Counsel’s Motion for Attorney Fees, Costs Reimbursements.

13 _____ Class Members have made timely requests for exclusion from the
14 Settlement. This Judgment applies to all Class Members that have not opted out of the
15 Settlement, as is provided in the Settlement Agreement and the Order Granting Final
16 Approval of EZ-Flo Settlement.

17 Pursuant to California Code of Civil Procedure section 578 and 664.6 and
18 California Rules of Court, rule 3.769(h), the Court, in the interests of justice and there
19 being no just reason for delay, expressly directs the Clerk of the Court to enter this
20 Judgment, and hereby decrees that upon entry, it be deemed a final judgment with respect
21 to all claims by Plaintiffs and the Class Members who have not opted out against
22 Defendant EZ-Flo International, Inc. and the Released Parties, in accordance with the
23 terms of the Settlement Agreement.

24 Without affecting the finality of this Judgment, this Court reserves exclusive and
25 continuing jurisdiction over the Settlement and the Settlement Agreement, including the

26 _____
27 ¹ All capitalized terms have the same definitions provided in the final Class Action Settlement
28 Agreement as to Defendant EZ-Flo International, Inc. executed by the parties unless otherwise
provided herein.

1 administration and consummation of the Settlement Agreement, and any disputes arising
2 out of or in any way related to allocations of attorney fees, costs reimbursements, and
3 incentive awards.

4 Notice of this Judgment shall be given to the Settlement Class by posting this
5 Judgment on the case-dedicated settlement website, www.EZ-Flosettlement.com, and per
6 the terms of the Order Granting Final Approval of EZ-Flo Settlement.

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8 **IT IS SO ORDERED.**

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10 Dated: _____, 2018

11 HON. ANN I. JONES
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