

**Notice of Pendency and Proposed Settlement of Class Action****Relating to EZ-Flo brass plumbing components***Para una notificación en Español, llama o visita nuestro sitio web.*

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, right 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.

<b>YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER</b>	
<b>DO NOTHING</b>	If you do nothing, you have the opportunity to participate in the settlement and will be bound by its terms if it is approved by the Court. <i>*You <u>must</u> complete and submit a Claim Form to participate in the settlement.</i>
<b>FILE A CLAIM</b>	Review the Settlement Claim Form to see if you are eligible to make a claim. <i>*Generally, if you are eligible for relief under this settlement, you <u>must</u>: (1) complete and submit a Claim Form within the appropriate claims periods; (2) provide proof of Eligible Conditions, including photographs of the Covered Product taken within 10 years of the date of manufacture, photographs of Exterior Meringue Deposits (if applicable), photographs of any property damage (if applicable), and records of verifiable indicia of out-of-pocket expenses incurred (if applicable); and (3) provide a sworn averment of an Occlusion or Inoperable Valve, if applicable, within 3 years of the Effective Date. ** <u>Effective Date is the first date by which any Final Order and Judgment entered pursuant to the Settlement Agreement becomes final.</u> ***<i>Please refer to the Settlement Website and Settlement Agreement for complete claims requirements for each Eligible Condition.</i></i>
<b>EXCLUDE YOURSELF</b>	Write to the Claims Administrator if you do not want to benefit from or be bound by this settlement.
<b>OBJECT</b>	File an objection with the Claims Administrator if you are not satisfied with the settlement.
<b>GO TO A HEARING</b>	Attend the Final Fairness Hearing to speak in Court about the fairness of the settlement. <i>*The Fairness Hearing will take place on <b>March 8, 2019</b> at 312 N. Spring Street, Los Angeles, CA 90012 in Dept. 11.</i>

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, et. al. v. BrassCraft Manufacturing Company, et. al.*, 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](http://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(s) 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](http://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](http://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 301134, Los Angeles, CA 90030-1134, or send an e-mail to [Info@EZ-Flosettlement.com](mailto: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](http://www.EZ-Flosettlement.com), by e-mail request to [Info@EZ-Flosettlement.com](mailto:Info@EZ-Flosettlement.com), or by written request to: EZ-Flo Settlement Claims Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134. 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) cash reimbursement for 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.

**Payments to Class Representatives, to Class Counsel, and for Claims Administration.** If requests made pursuant to the Settlement Agreement are approved by the Court, EZ-Flo will pay up to \$1,000 per property unit owned by the named plaintiffs, and each is an owner or co-owner of a single property unit, for a total of \$3,000 in incentive awards as compensation for their participation in the Litigation since its inception. EZ-Flo will also pay a maximum of \$2,000,000 in costs and attorney fees to Class Counsel and an estimated \$425,784 for the costs of providing Notice of the class action settlement and administering claims made pursuant to the settlement. These obligations are separate from EZ-Flo’s obligations to pay valid claims to Class Members under the terms of the Settlement.

The complete terms of the settlement are in the Settlement Agreement, which is available on the settlement website [www.EZ-Flosettlement.com](http://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, by e-mail request to [Info@EZ-Flosettlement.com](mailto:Info@EZ-Flosettlement.com), 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 301134, Los Angeles, CA 90030-1134

QUESTIONS? CALL 1-866-798-2031 OR VISIT [WWW.EZ-FLOSETTLEMENT.COM](http://WWW.EZ-FLOSETTLEMENT.COM)

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](http://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 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](http://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; (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; or (4) by requesting a Claim Form be e-mailed to you by e-mailing [Info@EZ-Flosettlement.com](mailto:Info@EZ-Flosettlement.com).

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.

#### **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, Settlement Class Members must complete and submit a Claim Form and supporting documentation within the later of three (3) years from the Effective Date or seven (7) years from the Date of Manufacture.

In addition, for claims based on Leaks that occur after the Effective Date, Settlement Class Members must complete and submit a Claim 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 and Notice of Entry of Final Judgment will appear on the Settlement Website, [www.EZ-Flosettlement.com](http://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 period 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 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.

Specifically, the Settlement Agreement provides the following:

Upon the entry of the Final Order and Judgment, the Releasing Parties release and forever discharge (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), the Released Parties from each and every one of the Released Claims. The releases provided for herein are as a result of membership as a Settlement Class Member to this Settlement Agreement or status as a Person with a legal right to assert claims of a Settlement Class Member, the Court's approval process herein, and occurrence of the Effective Date, and are not conditional on receipt of any payment or Settlement Benefits by any particular member of the Settlement Class. It is the intent of the Settling Parties and this Settlement Agreement that any Person who, after the date 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. 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.

The complete terms of the settlement are in the Settlement Agreement, which is available on the settlement website [www.EZ-Flosettlement.com](http://www.EZ-Flosettlement.com). You may also obtain a copy of the Agreement by sending a written request to: [Info@EZ-Flosettlement.com](mailto:Info@EZ-Flosettlement.com) or 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.

QUESTIONS? CALL 1-866-798-2031 OR VISIT [WWW.EZ-FLOSETTLEMENT.COM](http://WWW.EZ-FLOSETTLEMENT.COM)

### 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 attorney 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 attorney 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 attorney 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 period 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 16 and 17), 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 ninety (90) days after the date of final publication of the Notice in *Good Housekeeping*, or February 11, 2019. The date of final publication of Notice can also be found on the Settlement Website.

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 Notice 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 ninety (90) days after the final publication 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 ninety (90) days of the date of the final publication 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 may 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, and you do not need to comply with the advance objection procedure listed above to be heard at the Fairness Hearing.

Any written objection should be postmarked no later than ninety (90) days after the final date of publication of Notice, or February 11, 2019, 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.

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

The Court has scheduled a Fairness Hearing at 10:00 a.m. on March 8, 2019, in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and will consider Class Counsel’s request for attorney 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. You or your attorney may send both an objection and a notice of intention to appear to the Claims Administrator at the address set forth in Section 17 above no later than ninety (90) days after the final date of publication of Notice, or February 11, 2019. 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 Fairness 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](http://www.EZ-Flosettlement.com).

**Settlement Agreement**  
**Schedule 1: Covered Products**







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







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









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	