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FOR COURT USE ONLY

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 312 North Spring Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Spring Street Courthouse

PLAINTIFF/PETITIONER: Miles Houze, et al.

DEFENDANT/RESPONDENT: BrassCraft Manufacturing Company, et al.

NOTICE OF ENTRY OF JUDGMENT
OR ORDER

CASE NUMBER:

BC493276


(Check one): ☒ **UNLIMITED CASE** ☐ **LIMITED CASE**
 (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 8, 2019
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 8, 2019

Graham B. LippSmith

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

 (SIGNATURE)

PLAINTIFF/PETITIONER: Miles Houze, et al.	CASE NUMBER:
DEFENDANT/RESPONDENT: BrassCraft Manufacturing Company, et al.	BC493276

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached _____.

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

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 08 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Dejane Wortham, Deputy
Dejane Wortham

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Ann I. Jones

CLASS ACTION

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

Date: April 8, 2019
Time: 10:00 a.m.
Dept.: SS11

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

By Fax

RECEIVED
LOS ANGELES SUPERIOR COURT
APR 08 2019

**[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 an August 27, 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 the Second Amended Order Granting Preliminary Approval of Settlement on September 24, 2018;

WHEREAS, on September 7, 2018, the Notice Plan entered first stages of implementation;

WHEREAS, as of April 2, 2019, there were zero Class Members who objected to the proposed Settlement Agreement;

WHEREAS, as of April 2, 2019, there were zero Class Members who opted out of

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.

1 the proposed Settlement Agreement;

2 WHEREAS, the Court held the Fairness Hearing on April 8, 2019, to determine,
3 among other things, (i) whether the terms and conditions of the proposed Settlement
4 Agreement are fair, reasonable and adequate and should therefore be approved;
5 (ii) whether the Settlement Class should be finally certified for settlement purposes;
6 (iii) whether Notice to the Settlement Class was implemented pursuant to the Preliminary
7 Approval Order and Second Amended Preliminary Approval Order and constituted due
8 and adequate notice to the Class; (iv) whether to approve the proposed benefits to the
9 settlement; (v) whether to enter judgment resolving all Plaintiffs' and Settlement Class
10 Members' claims regarding or relating to Covered Products upon the terms and
11 conditions in the Settlement Agreement; (vi) whether and in what amount to award
12 attorney fees and expenses to Class Counsel; and (vii) whether and in what amounts to
13 award incentive awards to the Class Representatives; and

14 WHEREAS, at the Fairness Hearing on April 8, 2019, the Court addressed the
15 proposed Settlement Agreement with Class Counsel on behalf of the Settlement Class
16 Members and Defense Counsel on behalf of EZ-Flo (collectively, the "Settling Parties").

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

21 1. **Incorporation of Settlement Documents.** This Order and Decree (the
22 "Order" or "Final Order") incorporates and makes a part hereof the Class Action
23 Settlement Agreement and Release as to Defendant EZ-Flo International, Inc. executed
24 on or about March 15, 2018, which was approved by the Court in its Preliminary
25 Approval Order ("Settlement Agreement"). All capitalized terms not defined in this
26 Order shall have the definitions ascribed to them in the Settlement Agreement.

27 2. **Jurisdiction.** The Court has personal jurisdiction over the parties and all
28 other Settlement Class Members (as defined below) and has subject matter jurisdiction

1 over the Action, including, without limitation, jurisdiction to approve the proposed
2 Settlement, grant final certification of the Settlement Class, and enter final judgment
3 resolving all Plaintiffs' and Settlement Class Members' claims regarding or relating to
4 Covered Products upon the terms and conditions in the Settlement Agreement. The Court
5 shall retain jurisdiction to enforce the terms of this Final Order and the Judgment.

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

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

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

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

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

16 Excluded from the Settlement Class are:

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

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 on Settlement Notice Plan filed on March 21, 2018, as well as
supplemental declarations by Carla Peak filed on June 4, 2018 and August 10, 2018,
previously approved by the Court on August 27, 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

1 Fairness Hearing;

2 c. Were reasonable and constituted due, adequate, and sufficient notice
3 to all persons or entities entitled to receive notice; and

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

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

19 9. In making these findings, the Court considered, among other factors, (i) the
20 nature of the claims asserted and the strength of Plaintiffs' claims and EZ-Flo's defenses,
21 (ii) the risk, expense, complexity, and likely duration of further litigation, (iii) the
22 prospects of Plaintiffs' obtaining certification of a litigation class and of maintaining such
23 certification through trial, (iv) the amount and kinds of benefits to be offered in the
24 proposed Settlement Agreement, including what amounts to an extended warranty, (v)
25 the stage of the proceedings at which the proposed Settlement Agreement was reached,
26 (vi) the information available to the Settling Parties, and Settlement Class, and the Court,
27 (vii) the experience and views of the Settling Parties' counsel, (viii) the extensive
28 involvement of a well-respected mediator, a retired Justice of the California Court of

1 Appeal, (ix) the Settlement Class Members' reactions to the proposed Settlement
2 Agreement, including the number of objections and exclusion requests submitted by
3 action or potential members of the Settlement Class, and (x) the submissions made for
4 consideration at the Fairness Hearing.

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

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

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

21 13. **The Class Has Received and Will Continue to Receive Fair and**
22 **Sufficient Benefits Under the Settlement.** In light of the costs and uncertainties of
23 litigating this case—including the substantial possibility that Plaintiffs and the
24 Settlement Class would not succeed on the merits and would recover nothing at all, as
25 well as the expense and delays inherent in continued litigation—the Settlement is
26 reasonable. The Settlement Class Members receive a variety of benefits depending on
27 the conditions that their Covered Product(s) present, giving them lasting protection for
28 up to 17 years depending on the condition(s) manifested.

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

3 • **SETTLEMENT BENEFITS FOR EXTERIOR MERINGUE DEPOSITS**

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

8 • **SETTLEMENT BENEFITS FOR LEAKS**

- 9 ○ For each qualifying Covered Product with a Leak without property
10 damage, EZ-Flo shall provide Claimant owners of Property Units with
11 the following benefits: (a) cash reimbursement for all Replacement
12 Part(s); and (b) cash reimbursement for the reasonable, out-of-pocket
13 labor costs incurred to repair and/or replace the part in accordance with
14 the reasonable labor costs for plumbing professionals in the relevant
15 market area, limited to \$100 per Replacement Part with a maximum of
16 \$500 per Property Unit.
- 17 ○ Property Damage – For each qualifying Covered Product with a Leak
18 with property damage, EZ-Flo shall provide Claimants who incurred
19 property damage as a direct and proximate result of the Leak with the
20 following benefits: (a) cash reimbursement for the reasonable out-of-
21 pocket labor and property damage costs incurred to repair and/or replace
22 the part(s), and (b) property damage in accordance with the reasonable
23 labor and materials costs for plumbing and repair professionals in the
24 relevant market area, not to exceed \$3,500 per Property Unit. Claimants
25 who incur more than \$3,500 in property damage may later elect to opt
26 out of the Settlement during the claims period to pursue their individual
27 claims against EZ-Flo, forfeiting all Settlement benefits. Claimants may
28 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 claim 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

1 Settlement Class Members and further complied with all due process requirements.
2 Notice was provided pursuant to the Notice Plan, which included substantial efforts to
3 disseminate Notice by several means, including internet banner advertisements, notice by
4 publication in national leading magazines, and a settlement website.

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

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

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

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

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

1 18. **The Settlement Appropriately Protects Class Members' Due Process**
2 **Rights.** The Settlement does not infringe on any due process rights of the Settlement
3 Class Members. All Settlement Class Members were given an opportunity to contest the
4 fairness of the Settlement at the March 8, 2019 Fairness Hearing, after receiving Notice
5 pursuant to the notice plan.

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

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

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

26 22. **Releases.** As of the date of the Fairness Hearing, and without limiting the
27 full language of the Released Claims identified in Paragraphs 1.26-1.28, 4.3-4.9 of the
28 Settlement Agreement, which are given full force and effect, the Released Claims against

1 each and all of the Released Parties shall be released and barred, without costs to any
2 party, except as provided in the Settlement Agreement.

3 23. **Permanent Injunction.** Subject to the Settlement Agreement's terms, the
4 Court permanently bars and enjoins:

5 a. All Settlement Class Members (and their heirs, executors,
6 administrators, predecessors, successors, affiliates and assigns) that
7 did not serve timely and valid exclusions, from filing, commencing,
8 prosecuting, intervening in, participating in (as class members or
9 otherwise), or receiving any benefits or other relief from any other
10 lawsuit, arbitration, or administrative, regulatory, or other
11 proceeding or order in any jurisdiction that is based upon, arises out
12 of, or relates to any claim released against the Released Parties,
13 including, but not limited to, any claim that is based upon, arises out
14 of, or relates to the EZ-Flo Action or the transactions and
15 occurrences referred to in any Complaint filed in the EZ-Flo Action;
16 and

17 b. All persons and entities that did not serve timely valid exclusions,
18 from filing, commencing, or prosecuting any other lawsuit or
19 proceeding as a class action (including by seeking to amend a
20 pending complaint to include class allegations or by seeking class
21 certification in a pending action) or other representative or derivative
22 action on behalf of any Settlement Class Members as to the Released
23 Parties, if such other lawsuit or proceeding is based upon, arises out
24 of, or relates to any claims brought against the Released Parties,
25 including, but not limited to, any claim that is based upon, arises out
26 of, or relates to the Action or the transactions and occurrences
27 referred to any Complaint filed in the EZ-Flo Action.

28 24. **No Admissions.** This Order, the Settlement Agreement, the offer of the

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

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

22 The Court awarded \$ 1,806,968.40 in total attorney fees to Class Counsel.
23 The Court awarded \$ 193,031.60 in total costs reimbursements to Class Counsel.
24 The Court awarded \$ 1,000.00 as incentive awards for each home owned by the
25 Class Representatives for a total of \$ 3,000.00 in incentive awards. The Court
26 set forth its analysis and the bases for its awards of attorney fees, costs reimbursements,
27 and incentive awards in its separate Order Granting the Class' Motion for Attorney Fees,
28 Costs Reimbursements, and Incentive Awards decided in conjunction with the Fairness

1 Hearing proceedings and this Order. The Court finds all such sums are fair and
2 reasonable and are to be paid by EZ-Flo pursuant to the Settlement.

3 To the extent there are any disputes arising from or in any way related to any
4 allocations or payments of attorney fees, costs reimbursements, or incentive awards
5 awarded from the Settlement, the Court shall have the sole and exclusive jurisdiction and
6 shall be the sole and exclusive venue to decide any and all such disputes.

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

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

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

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

1 other reasonably necessary purpose, including, without limitation:

- 2 a. Enforcing the terms and conditions of the Settlement Agreement and
3 this Order;
- 4 b. Resolving any disputes, claims, or causes of action that, in whole or
5 in part, are related to or arise out of the Settlement Agreement or this
6 Order (including, without limitation, whether claims or causes of
7 action allegedly related to the Action are or are not barred by this
8 Order, the Judgment, and the Release);
- 9 c. Resolving any disputes, claims, or causes of action that, in whole or
10 in part, are related to or arise out of the Court's award of attorney
11 fees and costs herein (including, without limitation, the allocation of
12 any portion of the attorney fees and/or costs to any attorney who
13 seeks any portion of the attorney fees and/or costs awarded herein
14 and the resolution of any attorney fee and/or cost liens associated
15 with this case);
- 16 d. Entering such additional orders as may be necessary or appropriate
17 to protect or effectuate this Order and the Judgment, including
18 whether to impose a bond on any parties who appeal this Final Order
19 and the Judgment; and
- 20 e. Entering any other necessary or appropriate orders to protect and
21 effectuate this Court's retention of continuing jurisdiction, provided,
22 however, that nothing in this Order shall interfere with the Special
23 Master's ability to make final, binding, and non-appealable rulings
24 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 31. Final distribution report to be filed on or before
6 July 8, 2019.
7 **IT IS SO ORDERED.**

8 Dated: April 8, 2019

ANN I. JONES

HON. ANN I. JONES

PROOF OF SERVICE


STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 360 East 2nd Street, Suite 300, Los Angeles, CA 90012.

On April 3, 2019, I served the foregoing document(s): **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF EZ-FLO SETTLEMENT** to the following parties in this action addressed as follows:

☒ (BY ELECTRONIC FILING & SERVICE CASE ANYWHERE) I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be maintained with the original document(s) in this office.

Executed on April 3, 2019 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH

PROOF OF SERVICE


STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 360 East 2nd Street, Suite 300, Los Angeles, CA 90012.

On April 8, 2019, I served the foregoing document(s): **NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL OF EZ-FLO SETTLEMENT** to the following parties in this action addressed as follows:

☒ (BY ELECTRONIC FILING & SERVICE CASE ANYWHERE) I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be maintained with the original document(s) in this office.

Executed on April 8, 2019 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH