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

7 MILES HOUZE, individually and on
8 behalf of all others similarly situated,
9 SUSAN HOUZE, individually and on
10 behalf of all others similarly situated,
11 KEVIN NGAI, individually and on behalf
12 of all others similarly situated,
13 MARCIA PRICE, individually and on
14 behalf of all others similarly situated,
15 HENRY OKONKWO, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

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

24 Defendants.
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) Case No.: BC493276

) Assigned for all Purposes to:
) Judge: Hon. Jane Johnson
) Dept.: 308

CLASS ACTION

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE AS TO
DEFENDANT BRASSCRAFT
MANUFACTURING COMPANY**

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

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE AS TO**
2 **DEFENDANT BRASSCRAFT MANUFACTURING COMPANY**

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

10 WHEREAS, BrassCraft is a company organized under the laws of the State of
11 Michigan;

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

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

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

24 WHEREAS, as a result of several years of the Litigation, the Settling Parties and
25 their counsel are thoroughly familiar with the factual and legal issues presented by their
26 respective claims and defenses and recognize the uncertainties as to the ultimate outcome

27 _____
28 ¹ All capitalized terms have the same meanings as the terms in the Definitions section of
this Agreement.

1 of the Litigation and that any final result would require years of further complex litigation
2 and substantial expense;

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

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

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

21 WHEREAS, the Settling Parties desire to compromise and settle all issues and
22 claims that have been brought, or that could have been brought, against BrassCraft in this
23 Litigation;

24 WHEREAS, the Settling Parties desire and intend to seek Court approval of the
25 settlement of the Litigation as set forth in this Settlement Agreement and, upon such
26 judicial approval, the Settling Parties intend also to seek a Final Order and Judgment
27 from the Court dismissing the claims of all Plaintiffs and Settlement Class Members with
28 prejudice;

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

7
8 **1. DEFINITIONS**

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

11 1.1. “Attorneys’ Fees, Costs, and All Other Expenses” means the settlement
12 amounts approved by the Court for payment to Class Counsel to cover attorneys’ fees,
13 costs, and all other expenses, except for those items specifically assigned as BrassCraft’s
14 responsibility under this Settlement Agreement.

15 1.2. “BrassCraft” means Defendant BrassCraft Manufacturing Company.

16 1.3. “Class Counsel” means Kenneth S. Kasdan, Graham B. LippSmith and
17 Michael D. Turner of Kasdan LippSmith Weber Turner LLP.

18 1.4. “Claims Administrator” means KCC Class Action Services, LLC, 75
19 Rowland Way, Suite 250, Novato, California 94945 (“KCC”).

20 1.5. “Claim Form” means the claim form, with the language and substantially in
21 the form as set forth in **Exhibit 1** to this Settlement Agreement.

22 1.6. “Claimant” means a Settlement Class Member (including any Plaintiff)
23 submitting a Claim Form pursuant to the terms of this Settlement Agreement.

24 1.7. “Claim Process” shall mean the process approved by the Court and
25 thereafter applied by the Claims Administrator to determine the completeness, validity,
26 and eligibility of each Claimant’s claim for Settlement Benefits.

27 1.8. “Commercial Property Unit” means:
28

1.8.1. 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

1.8.2. Any single 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).

1.9. “Court” means the Honorable Jane Johnson 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 Johnson.

1.10. “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 BrassCraft on or before the Effective Date.

1.11. “Defense Counsel” means BrassCraft’s counsel of record in the Litigation, Robert A. Assuncao of Ansa Assuncao, LLP, and Malcolm D. Schick and Andrew Blackburn of G&P Schick PC.

1.12. “Date of Manufacture” of the Covered Products means the date stamped on the Covered Products. If no date is stamped on the Covered Product, the Date of Manufacture of the Covered Products may be established by proof of purchase, or the Claimant’s sworn affidavit that either (1) the Covered Product was in a newly constructed Property Unit for which a certificate of occupancy was issued within ten (10) years of the date on the Claim Form or (2) that the Covered Product was purchased within ten (10) years of the date on the Claim Form, which the Claimant must submit to the Claims Administrator contemporaneously with a Claim Form. All Claimant affidavits are subject to BrassCraft’s audit rights under Paragraph 6.6.

1 1.13. “Effective Date” means the first date by which any Final Order and
2 Judgment entered pursuant to the Settlement Agreement becomes final. The Final Order
3 and Judgment entered pursuant to this Settlement Agreement becomes final on the date
4 on which all appellate rights with respect to that Final Order and Judgment have expired
5 or have been exhausted in a manner that conclusively affirms the Final Order and
6 Judgment.

7 1.14. “Eligible Condition” means any of the following specific types of defined
8 conditions associated with each Covered Product for which a Claimant may be entitled to
9 Settlement Benefits:

10 1.14.1. “Exterior Meringue Deposits” means white or green zinc
11 oxide deposits or any other dezincification or corrosion product on
12 a Covered Product caused by corrosion of the Covered Product,
13 which deposits are observed within ten (10) years after each such
14 product’s Date of Manufacture.

15 1.14.2. “Leak” means the visible unintended passage of water, at a
16 rate of at least six (6) visible drips per hour, from the interior to the
17 exterior of a Covered Product related to any failure of the Covered
18 Product’s brass alloy, occurring within ten (10) years after each
19 such product’s Date of Manufacture, or within fifteen (15) years
20 after the Date of Manufacture if the Claimant has validly elected the
21 additional five (5) year extension of Settlement Benefits for Leaks.

22 1.14.3. “Occlusion” means a reduction in water flow capacity due to
23 zinc oxide build-up as a result of corrosion in a Covered Product
24 that causes the water flow rate to drop below the minimum
25 requirements when measured under the following protocols: (a)
26 supply stop valves: ASME A112.18.1 Section 5.4 and Table 1; (b)
27 water connectors: ASME § A112.18.6. Section 5.4 and Table 1; and
28 (c) all other Covered Products: a fifty percent (50%) obstruction to

1 the path of the water flow; all occurring within ten (10) years after
2 the Covered Product's Date of Manufacture. A reduction in the
3 water flow capacity of a Covered Product due to mineral deposits,
4 sediment, and/or debris other than from corrosion of the Covered
5 Product itself does not qualify as an Eligible Condition.

6 1.14.4. "Inoperable Valve", means a Covered Product valve handle
7 assembly that cannot be turned to an open or closed position, or can
8 only be turned to an open or closed position with the exertion of
9 force in excess of 15 ft/lbs of torque (as tested in accordance with
10 ASME A112.18.1, Section 5.5 and Table 2), due to zinc oxide,
11 copper oxide or other Covered Product corrosion product build-up
12 as a result of corrosion of the Covered Product, which condition
13 occurs within ten (10) years after the Covered Product's Date of
14 Manufacture. Valves that are inoperable due to calcium or other
15 mineral deposits do not qualify as an Eligible Condition.

16 1.14.5. The following conditions DO NOT constitute an Eligible
17 Condition under the Settlement Agreement, and Settlement Benefits
18 will not be provided for any Covered Product with such conditions:
19 (1) damage or malfunction caused by the failure of components
20 other than those manufactured or distributed by BrassCraft; (2)
21 damage or malfunction caused by Misuse; (3) damage or
22 malfunction caused by Improper Workmanship; and/or (4) damage
23 or malfunction caused by maintenance that is inconsistent with
24 BrassCraft's maintenance instructions.

25 1.14.6. "Final Order and Judgment" means the Order and Judgment of the
26 Court dismissing this matter with prejudice as to BrassCraft and
27 approving this Settlement Agreement, which order and judgment
28 shall be in a form agreed upon by the Settling Parties.

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 5**.

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, and assignees.

1.22. “Plaintiffs” means the named plaintiffs in the Litigation, Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo.

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 4.**

1.24. “Property Unit” means a Residential Property Unit or a Commercial Property Unit.

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 1.15 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 1.15 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 EZ-Flo International, Inc. or any other product manufacturer besides BrassCraft.

1.27. “Released Parties” means BrassCraft, and each of its present, former, direct, and indirect subsidiaries, parents, affiliates, unincorporated entities, divisions, groups, officers, directors, shareholders, 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, 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 BrassCraft product offering of like kind to a Covered Product. If there is no current BrassCraft product offering of like kind to a Covered Product, then BrassCraft will provide another manufacturer’s current product offering of like kind to a Covered Product.

1.30. “Residential Property Unit” means a residential 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. In no event will

1 there be multiple recoveries for the same Residential Property Unit.

2 1.31. "Settlement Agreement" means this Class Action Settlement Agreement
3 and Release, including the notices and other documents, schedules and exhibits
4 contemplated by or made part of this Class Action Settlement Agreement and Release,
5 and any amendments thereto.

6 1.32. "Settlement Benefits" means the settlement benefits provided by BrassCraft
7 pursuant to Section 5 of this Settlement Agreement.

8 1.33. "Settlement Claim" means a claim by a Claimant for Settlement Benefits
9 as specifically provided for in this Settlement Agreement.

10 1.34. "Settlement Class" means: All Persons that own or have owned a
11 Residential Property Unit(s) and/or a Commercial Property Unit(s) located in the United
12 States that contain or have ever contained a Covered Product manufactured on or before
13 the Effective Date.

14 1.34.1. Excluded from the Settlement Class are:

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

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

1.36. “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.

1.37. “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.BCyellowbrasssettlement.com

1.38. “Settling Parties” means, collectively, the Plaintiffs, all Settlement Class Members, and BrassCraft.

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

1.40. 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. BrassCraft 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

1 amendments thereto giving rise to this Settlement Agreement and the claims set forth
2 therein. Class Counsel and the Plaintiffs all acknowledge the expense, effort, and length
3 of continued proceedings that would be necessary to prosecute the Litigation against
4 BrassCraft through trial and appeals. They also took into account the uncertain outcome
5 and the risk of any litigation, especially in complex actions such as this nationwide class
6 action Litigation, as well as the difficulties and delays inherent in such litigation. They
7 are mindful of the inherent problems of proof of, and possible defenses to, the claims
8 asserted in the Litigation and Related Actions. Class Counsel believe that the proposed
9 settlement confers substantial benefits upon the Settlement Class. Based on their
10 evaluation of all of these factors, Class Counsel and Plaintiffs have determined that the
11 settlement is in the best interests of the Plaintiffs and the Settlement Class. Arm's length,
12 adversarial settlement negotiations have taken place between Plaintiffs and BrassCraft
13 over an extended period. As a result, this Settlement Agreement has been reached,
14 subject to Court approval.

15 16 **4. SETTLEMENT CONSIDERATION**

17 4.1. Commencing fifteen (15) days after the Effective Date and subject to the
18 exclusions in this subsection, each Settlement Class Member shall be eligible to seek
19 from BrassCraft the Settlement Benefits provided herein through the Claims Process set
20 forth in Section 6 of this Settlement Agreement.

21 4.2. Recoveries of Settlement Benefits shall take place pursuant to the Claims
22 Process described in this Settlement Agreement.

23 4.3. Upon the entry of the Final Order and Judgment the Releasing Parties
24 release and forever discharge (as by an instrument under seal without further act by any
25 person, and upon good and sufficient consideration), the Released Parties from each and
26 every one of the Released Claims.

27 4.4. The releases provided for herein are as a result of membership as a
28 Settlement Class Member to this Settlement Agreement or status as a Person with a legal

1 right to assert claims of a Settlement Class Member, the Court's approval process herein,
2 and occurrence of the Effective Date, and are not conditional on receipt of any payment
3 or Settlement Benefits by any particular member of the Settlement Class. It is the intent
4 of the Settling Parties and this Settlement Agreement that any Person who, after the date
5 of the Preliminary Approval Order, acquires the legal right to assert claims within the
6 scope of this Settlement Agreement that belong initially to a Settlement Class Member
7 shall take such rights subject to all of the terms, time periods, releases, caps, prohibitions
8 against overlapping or double recoveries, and other provisions contained herein.

9 4.5. Subject to the exclusions and limitations in the Released Claims definition
10 above, the Released Claims include all claims that the Settlement Class Members have or
11 may hereafter discover including, without limitation, claims, injuries, damages, or facts in
12 addition to or different from those now known or believed to be true with respect to any
13 matter disposed of by this Settlement Agreement. The Settlement Class Members shall
14 be deemed by operation of the Final Order and Judgment to have acknowledged, that the
15 foregoing waiver was separately bargained for and a key element of the Settlement
16 Agreement of which the releases herein are a part. The Settlement Class Members
17 expressly and intentionally waive any and all rights and benefits which they now have or
18 in the future may have under the terms of the law (whether statutory, common law,
19 regulation, or otherwise) of any other state or territory of the United States as related to
20 matters arising from or in any way related to, connected with, or resulting from the
21 Released Claims.

22 4.6. Class Counsel shall cooperate with the Released Parties to ensure that the
23 releases set forth in the Settlement Agreement are given their full force and effect
24 (including by seeking the inclusion of the releases in the Final Order and Judgment and
25 the Claims Forms) and to ensure that Releasing Parties comply with their obligations set
26 forth in this Settlement Agreement.

27 4.7. In the event that any Releasing Party seeks to invoke California Civil Code
28 § 1542, which provides that:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
4 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
5 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
6 WITH THE DEBTOR

7 (or any other like provision or principle of law of any jurisdiction) in connection with the
8 Covered Products, the Releasing Parties and each of them now expressly waive all claims
9 under California Civil Code § 1542 (or any other like provision or principle of law of any
10 jurisdiction) to the full extent that these provisions may be applicable to this Settlement
11 Agreement. Each of the Releasing Parties hereby does, and shall be deemed to, have
12 considered the possibility that the number or magnitude of all claims may not currently
13 be known concerning the Covered Products; nevertheless, each of the Releasing Parties
14 assumes the risk that claims and facts additional to, different from, or contrary to the
15 claims and facts that each believes or understands to exist may now exist or may be
16 discovered after this Settlement Agreement becomes effective. Each of the Releasing
17 Parties agrees that any such additional, different, or contrary claims and facts shall in no
18 way limit, waive, or reduce the foregoing release, which shall remain in full force and
19 effect.

20 4.8. It is the intent of the Settling Parties that no Releasing Party shall recover,
21 directly or indirectly, any sums for claims released by operation of this Settlement
22 Agreement, including, without limitation, to the claims settled and released herein, from
23 the Released Parties, other than any Settlement Benefit received under this Settlement
24 Agreement and that the Released Parties shall have no obligation to make any payments
25 or provide any Settlement Benefits to any non-parties for liability arising out of claims
26 released by operation of this Settlement Agreement.

27 4.9. If, notwithstanding the intention of the Settling Parties expressed herein,
28 any release given by the Releasing Parties is not given its full effect by operation of law,

1 then the Releasing Parties shall be deemed to have and do hereby transfer and assign to
2 the Released Parties all claims, if any, that were deemed not released, to the extent
3 necessary to effectuate the intent of the release.

4 4.10. To effectuate the foregoing releases, among other things and in addition to
5 entry of judgment dismissing the Litigation with prejudice, within five (5) days of the
6 Effective Date of the settlement, the Settling Parties shall dismiss with prejudice all other
7 Related Actions (or portions relating to Released Claims, if other claims are alleged) and
8 all other actions that are part of the Litigation. Except as provided in this Settlement
9 Agreement, there shall be no fee or cost recovery, to any party, in any Related Action or
10 any other action that is part of this Litigation.

11 12 **5. SETTLEMENT BENEFITS**

13 **5.1. Settlement Benefits for Exterior Meringue Deposits**

14 5.1.1. Settlement Class Members with Settlement Claims for Exterior
15 Meringue Deposits shall qualify for Settlement Benefits upon the timely
16 submission to the Claims Administrator of the following items, and after the
17 Claims Administrator has verified and accepted all or part of the Settlement Claim
18 submitted:

- 19 a) A complete, valid, and fully executed Claim Form; and
- 20 b) Photographs, taken within ten (10) years of the Date of
21 Manufacture of each in service Covered Product for which
22 Settlement Benefits are claimed, that depict all of the
23 following:
 - 24 i. The BrassCraft manufacturer stamp;
 - 25 ii. The Date of Manufacture stamp; and
 - 26 iii. Exterior Meringue Deposits caused by
27 corrosion of the Covered Product.

1 5.1.2. For each Covered Product that does not have a BrassCraft
2 manufacturer stamp and/or a Date of Manufacture stamp, Class Members must
3 submit, contemporaneously with the Claim Form and photographs depicting
4 Exterior Meringue Deposits as specified in Section 5.1.1(a) and (b), above, proof
5 of purchase, or a sworn affidavit that either (1) the Covered Product was in a
6 newly constructed Property Unit for which a certificate of occupancy was issued
7 within ten (10) years of the date on the Claim Form or (2) that the Covered
8 Product was purchased within ten (10) years of the date on the Claim Form. All
9 Claimant affidavits are subject to BrassCraft's audit rights under Paragraph 6.6.

10 5.1.3. ***Residential Property Unit Owners.*** For each qualifying Covered
11 Product with Exterior Meringue Deposits, BrassCraft shall provide Claimant
12 owners of Residential Property Units with their choice of the following two
13 mutually exclusive benefits:

- 14 a) A Replacement Part. Claimants are entitled to replacement of
15 no more than fifteen (15) Covered Products with Exterior
16 Meringue Deposits per Residential Property Unit; or,
17 alternatively,
18 b) Five (5) years of extended Settlement Benefit coverage, for
19 Leaks only (as set forth in Section 5.2 of this Settlement
20 Agreement), in addition to the ten (10) year Settlement
21 Benefit coverage for a total of fifteen (15) years of Settlement
22 Benefit coverage from the Date of Manufacture. There is no
23 limit on the number of Covered Products with Exterior
24 Meringue Deposits in each Residential Property Unit that
25 may be covered by the Claimant's election of this extended
26 five (5) year coverage period.
27 c) If any Claimant owner of a Residential Property Unit seeks
28 the replacement of more than five (5) Covered Products with

1 Exterior Meringue Deposits, BrassCraft reserves the right to
2 require each such Claimant to submit to the Claims
3 Administrator all qualifying Covered Products above the first
4 five (5) for which the Claimant seeks Settlement Benefits.

5 5.1.4. **Commercial Property Unit Owners.** For each qualifying Covered
6 Product with Exterior Meringue -Deposits, BrassCraft shall provide Claimant
7 owners of Commercial Property Units with five (5) years of extended Settlement
8 Benefit coverage for Leaks only (as set forth in Sections 5.2 of this Settlement
9 Agreement), in addition to the ten (10) year Settlement Benefit coverage, for a
10 total of fifteen (15) years of Settlement Benefit coverage *for Leaks only* from the
11 Date of Manufacture. There is no limit on the number of Covered Products with
12 Exterior Meringue Deposits in each Commercial Property Unit that may be
13 covered by this extended five (5) coverage period.

14 5.1.5. Claimants with Settlement Claims for Exterior Meringue Deposits
15 shall make any such claims within three (3) years of the Effective Date. Claims
16 made after that date are forever barred.

17 5.1.6. Settlement Benefits for Exterior Meringue Deposits are available
18 only to a Claimant who owns the Property Unit when the claim is submitted to the
19 Claims Administrator.

20 **5.2. Settlement Benefits for Leaks**

21 5.2.1. Class Members with Settlement Claims for Leaks shall qualify for
22 Settlement Benefits upon the timely submission to the Claims Administrator of the
23 following items, and after the Claims Administrator has verified and accepted all
24 or part of the Settlement Claim submitted:

- 25 a) A complete, valid, and fully executed Claim Form;
26 b) Photographs, taken within ten (10) years of the Date of
27 Manufacture of each Covered Product for which Settlement
28 Benefits are claimed, that depict all of the following:

i. The BrassCraft manufacturer stamp; and

ii. The Date of Manufacture stamp.

c) The subject Covered Product(s). Upon receipt of a Claim Form and photographs presenting a Leak claim, and after confirming the Leak claim involves a Covered Product, the Claims Administrator will provide the Claimant with a return shipping authorization and pre-paid shipping label to be used to return to BrassCraft the Covered Product(s) claimed to Leak, as per the instructions set forth on the Claim Form. Upon receipt of the return shipping authorization and pre-paid shipping label, a Claimant shall have sixty (60) days to return the subject Covered Product(s) to BrassCraft or the Claims Administrator may deny the Leak claim.

5.2.2. For each Covered Product that does not have a BrassCraft manufacturer stamp and/or a Date of Manufacture stamp, Claimants must submit, contemporaneously with the Claim Form, proof of purchase, or a sworn affidavit that either (1) the Covered Product was in a newly constructed Property Unit for which a certificate of occupancy was issued within ten (10) years of the date on the Claim Form or (2) that the Covered Product was purchased within ten (10) years of the date on the Claim Form. All Claimant affidavits are subject to BrassCraft's audit rights under Paragraph 6.6.

5.2.3. Product Replacement Costs. For each qualifying Covered Product with a Leak, BrassCraft shall provide Claimants with the following benefits:

- a) Cash reimbursement for the Replacement Part;
- 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.

1 5.2.4. Claimants seeking Product Replacement Costs for Leaks under
2 Section 5.2.3 must submit a Claim Form within ninety (90) days of the Effective
3 Date or within ninety (90) days of the date of a Leak in the Covered Product,
4 whichever date is later.

5 5.2.5. Property damage. For each qualifying Covered Product with a
6 Leak, BrassCraft shall provide Claimants who incurred property damage as a
7 direct and proximate result of the Leak, with the following benefits:

- 8 a) Cash reimbursement for the reasonable, out of pocket
9 property damage costs incurred, limited to a maximum of
10 \$5,000 per Residential or Commercial Property Unit.
11 Claimants may not recover property damage costs covered
12 and paid by insurers. Claimants may recover for deductibles
13 not paid by insurance, but cannot recover for the difference
14 between the amount insurance carrier actually paid and the
15 amount the Claimant believes the insurance carrier should
16 have paid.
- 17 b) Unless, pursuant to Sections 8.3 through 8.5 of this
18 Settlement Agreement, a Settlement Class Member elects to
19 opt out of this Settlement Agreement, all Settlement Class
20 Members' Settlement Claims for property damage allegedly
21 caused by Leaks in the amount of \$5,000 or less must be
22 submitted to the Claims Administrator in accordance with the
23 terms of this Settlement Agreement.

24 5.2.6. Claimants with Settlement Claims for Leaks with resulting out of
25 pocket property damage costs of more than \$5,000, may elect to either:

- 26 a) Make a claim for Leaks according to the process in this
27 Section 5.2 of this Settlement Agreement, which will limit
28 reimbursement for the reasonable, out of pocket property

1 damage costs incurred to a maximum of \$5,000 per
2 Residential or Commercial Property Unit, regardless of the
3 amount of actual damages claimed; or, alternatively,

- 4 b) File an individual lawsuit against BrassCraft, waiving the
5 benefits provided for in this Settlement Agreement. The
6 party filing the lawsuit shall not be permitted to file on behalf
7 of a class of similarly situated property owners, nor be
8 permitted to use or reference this Settlement Agreement in
9 any such lawsuit. The party filing the lawsuit shall not be
10 bound by the Release, and BrassCraft shall retain all of its
11 defenses with respect to any and all individual lawsuits for
12 property damage.

13 5.2.7. Claimants making Settlement Claims for Leaks and/or property
14 damage must submit reasonable proofs of loss including, but not limited to,
15 photographs depicting all alleged property damage, invoices, expense records or
16 other verifiable indicia of out-of-pockets costs incurred.

17 5.2.8. Claimants making Settlement Claims for property damage due to
18 Leaks must make any such claim within two (2) years of the Leak. Claims made
19 after that date are forever barred.

20 **5.3. Settlement Benefits for Occlusions**

21 5.3.1. Settlement Class Members with Settlement Claims for Occlusions
22 shall qualify for Settlement Benefits upon the timely submission to the Claims
23 Administrator of the following items, and after the Claims Administrator has
24 verified and accepted all or part of the claim submitted:

- 25 a) A complete, valid, and fully executed *Claim Form*,
26 containing a sworn averment that the Covered Product has an
27 Occlusion as defined in the Settlement Agreement; and
28 b) *Photographs* of each in service Covered Product for which

1 Settlement Benefits are claimed, that depict all of the
2 following:

- 3 i. The BrassCraft manufacturer stamp; and
- 4 ii. The Date of Manufacture stamp.

5 5.3.2. For each Covered Product that does not have a BrassCraft
6 manufacturer stamp and/or a Date of Manufacture stamp, Class Members must
7 submit, contemporaneously with the Claim Form, proof of purchase, or a sworn
8 affidavit that either (1) the Covered Product was in a newly constructed Property
9 Unit for which a certificate of occupancy was issued within ten (10) years of the
10 date on the Claim Form or (2) that the Covered Product was purchased within ten
11 (10) years of the date on the Claim Form. All Claimant affidavits are subject to
12 BrassCraft's audit rights under Paragraph 6.6.

13 5.3.3. For each qualifying Covered Product with an Occlusion,
14 BrassCraft shall provide Claimant owners of Residential Property Units and
15 Commercial Property Units with a Replacement Part. Claimants are entitled to
16 Replacement Parts for a maximum of three (3) Covered Products with Occlusions
17 per Property Unit.

18 5.3.4. Claimants with Settlement Claims for Occlusions shall make any
19 such claims within three (3) years of the Effective Date Settlement Claims made
20 after that date are forever barred.

21 5.3.5. Settlement Benefits for Occlusions are available only to a Claimant
22 who owns the Property Unit when the claim is submitted to the Claims
23 Administrator.

24 **5.4. Settlement Benefits for Inoperable Valves**

25 5.4.1. Settlement Class Members with Settlement Claims for Inoperable
26 Valves shall qualify for Settlement Benefits upon the timely submission to the
27 Claims Administrator of the following items, and after the Claims Administrator
28 has verified and accepted all or part of the Settlement Claim submitted:

- 1 a) A complete, valid, and fully executed Claim Form containing a
2 sworn averment that the Covered Product for which Settlement
3 Benefits are claimed is mechanically inoperable as defined in
4 Section 1.15.4 of the Settlement Agreement; and
5 b) Photographs of each in service Covered Product for which
6 Settlement Benefits are claimed, that depict all of the following:
7 i. The BrassCraft manufacturer stamp;
8 ii. The Date of Manufacture stamp; and,
9 iii. Exterior Meringue Deposits plainly visible
10 around the valve stem without removing the
11 valve from service.

12 5.4.2. For each Covered Product with an Inoperable Valve, BrassCraft
13 shall provide Claimants with a Replacement Part. Claimants are entitled to
14 Replacement Parts for no more than three (3) Inoperable Valves for each
15 Residential or Commercial Property Unit.

16 5.4.3. Claimants with Settlement Claims for Inoperable Valves shall
17 make any such claims within three (3) years of the Effective Date. Settlement
18 Claims made after that date are forever barred.

19 5.4.4. Settlement Benefits for Inoperable Valves are available only to a
20 Claimant who owns the Property Unit when the claim is submitted to the Claims
21 Administrator.

22 5.5. Class Members shall not be permitted to receive more than one (1)
23 Replacement Part for each separate Covered Product.

24 5.6. All Class Members may only bring a lawsuit for property damage on an
25 individual, non-class basis, as otherwise specified in Paragraph 5.2.6, and
26 all Class Members hereby waive any and all rights to proceed on a class
27 basis with respect to any claim involving a Covered Product.
28

1 5.7. BrassCraft reserves and retains the following affirmative defenses to all
2 claims covered by this Settlement Agreement: (i) accord and satisfaction;
3 (ii) arbitration and award; (iii) estoppel; (iv) fraud; (v) illegality; (vi)
4 mitigation of damages; (vii) release; and (viii) spoliation.

5 5.8. Any payments made by BrassCraft to Claimants shall be issued by check,
6 each of which shall become void if not cashed within one hundred eighty (180) days of
7 the date of issuance.

9 **6. CLAIMS ADMINISTRATION AND CLAIMS PROCEDURE**

10 6.1. Class Counsel and Defense Counsel shall prepare a claims procedure that
11 sets forth with specificity the process for assessing and determining the validity,
12 eligibility, and value of claims, and a methodology for providing Settlement Benefits to
13 qualifying Settlement Class Members (the “Claims Process”). Only Settlement Class
14 Members shall be eligible to make a claim. The Settling Parties shall work together to
15 obtain the necessary Court approval for all claims procedures and all plans for allocation
16 and distribution of the monies under this Settlement Agreement.

17 6.2. For purposes of the Claims Process, KCC will be the Claims Administrator.
18 If required, Class Counsel and Defense Counsel will retain the services of a Special
19 Master. The Claims Administrator shall be responsible for and shall use reasonable
20 efforts in effectuating the Claims Process. The Special Master, if any, shall be
21 responsible for resolving all disputes arising as a result of the Claims Process, if any, and
22 will be appointed by the Court. BrassCraft shall pay all reasonable fees and expenses of
23 the Claims Administrator and Special Master.

24 6.3. In no event shall the Settling Parties, Class Counsel, Defense Counsel, or
25 the Released Parties have any liability for claims of wrongful or negligent conduct on the
26 part of the Claims Administrator, the Special Master, or their agents.

27 6.4. The Claims Administrator shall:
28

- 1 6.4.1. Use personal information acquired as the result of this Settlement
2 Agreement solely for purposes of evaluating claims and providing
3 Settlement Benefits under this Settlement Agreement;
- 4 6.4.2. Assign a manager to oversee the protection and appropriate
5 management of personal information and review its internal system
6 to manage the protection of personal information to ensure
7 consistent performance and constant improvement;
- 8 6.4.3. Take security countermeasures to prevent unauthorized access to
9 personal information, and the loss, destruction, falsification and
10 leakage of personal information;
- 11 6.4.4. If outsourcing the handling of personal information, determine that
12 outsourced companies take steps to ensure appropriate management
13 of the information to prevent leaks of personal or confidential
14 information, and prohibit re-use of information for other purposes;
- 15 6.4.5. Respond immediately with appropriate measures when necessary to
16 disclose, correct, stop using, or eliminate contents of personal
17 information; and
- 18 6.4.6. Following the completion of the time periods for seeking
19 Settlement Benefits and in compliance with applicable retention
20 law, maintain or destroy all personal information obtained in
21 connection with this Settlement Agreement and Claims Process in a
22 manner most likely to guarantee that such information is not
23 obtained by unauthorized persons.

24 6.5. Any Settlement Class Member who wishes to make a Settlement Claim
25 must completely fill out and sign a Claim Form and must provide the Claims
26 Administrator with all requested information. The Claims Administrator shall perform
27 administrative checks to ensure that Claim Forms contain all required information.
28

1 6.6. BrassCraft shall retain broad rights to audit any Settlement Class Member's
2 compliance with the Claims Process. BrassCraft's audit rights during the Claims Process
3 include, but are not limited to (a) requiring a Claimant to submit additional information
4 or photographs; (b) conducting examinations and testing of Covered Products and the
5 plumbing system of a Claimant's Property Unit; and/or (c) requiring the submission of
6 Covered Products to the Claims Administrator. Any procedures for auditing compliance
7 with the Claims Process shall be done at BrassCraft's sole expense.

8 6.7. The Settling Parties intend to include and bind all Settlement Class
9 Members to the terms and conditions of this Settlement Agreement, other than those who
10 validly opt-out and exclude themselves as Settlement Class Members from this
11 Settlement Agreement and other Persons excluded under this Settlement Agreement.

12 6.8. The Settling Parties and their attorneys will work with the Claims
13 Administrator to establish standards for reporting and approving claims.

14 6.9. For Settlement Claims timely and completely submitted *before* the
15 Effective Date of the settlement, the Claims Administrator shall use best efforts to resolve
16 such claims within sixty (60) days of the Effective Date of the settlement. For Settlement
17 Claims due, or otherwise timely and completely submitted *after* the Effective Date of the
18 settlement, the Claims Administrator shall use best efforts to accept or deny such claims
19 within ninety (90) days of the submission of the Settlement Claim. In either case,
20 Settlement Benefits shall be provided to each Claimant making a valid Settlement Claim.

21 6.10. If a Settlement Benefit issued to a Claimant under the terms of this
22 Settlement Agreement is not received, BrassCraft shall have no further obligation to
23 provide the Settlement Benefit to such Claimant unless the Claimant notifies the Claims
24 Administrator that the Settlement Benefit was not received and BrassCraft and/or the
25 Claims Administrator have taken reasonable efforts to make a second attempt to provide
26 the Settlement Benefit to the Claimant. Claimants who have already received any form
27 of compensation related to a particular Covered Product will not be eligible for further
28 Settlement Benefits for that particular Covered Product, but they remain eligible to

1 receive Settlement Benefits for any of their additional Covered Products, subject to the
2 limitations set forth in Section 5.

3 6.11. In the event a Claimant's Settlement Claim is denied, the Claimant and
4 Class Counsel will be informed in writing of the denial of the claim and the reasons for
5 the denial. The deadline to appeal the denial is 45 days from the date of mailing the
6 written denial. Any appeal will be adjudicated by the Special Master who shall
7 independently determine the validity of the claim. The Settling Parties will receive notice
8 of all appeals and have a reasonable opportunity to present statements and exhibits, to the
9 Special Master setting forth their respective positions about whether the Settlement Claim
10 should be deemed eligible or ineligible for inclusion in the Claims Process. Each party's
11 submission to the Special Master shall be limited to no more than five (5) pages for
12 Residential Property Unit Settlement Claims and ten (10) pages for Commercial Property
13 Unit Settlement Claims, but these page limitations may be increased in the discretion or
14 at the direction of the Special Master. All decisions of the Special Master within his or
15 her jurisdiction pursuant to this Settlement Agreement shall be final and binding on all
16 the Settling Parties.

17 6.12. BrassCraft shall pay all reasonable costs of the administration of the
18 Settlement Claims, including reasonable and necessary costs associated with the Special
19 Master's review of Settlement Claims and appeals.

21 **7. NOTICE TO THE SETTLEMENT CLASS**

22 7.1. Class Counsel and Defense Counsel shall retain the services of a third party
23 administrator, who shall be approved by the Court, to be the Notice Administrator
24 responsible for implementing the Notice Plan. As a condition of its retention, the Notice
25 Administrator must agree that (a) it will fulfill all responsibilities and duties assigned to
26 the Notice Administrator under the terms of this Settlement Agreement, and (b) the
27 Settling Parties and their counsel, as well as the Released Parties, reserve all claims and
28

1 rights arising from or related to any failure by the Notice Administrator to fulfill its
2 responsibilities and duties under the Settlement Agreement.

3 7.2. Dissemination of Notice to the Settlement Class shall be accomplished
4 pursuant to the Notice Plan, attached hereto as Exhibit 5. The Notice Administrator,
5 along with Class Counsel and BrassCraft, shall be responsible for, without limitation: (i)
6 arranging for the mailing of Notice and Claim Form in the same form as the exemplars
7 submitted as **Exhibits 1 and 2** to this Settlement Agreement; and (ii) arranging for and
8 maintaining the Settlement Website, notice by publication (in the same form as the
9 exemplar submitted as **Exhibit 3** to this Settlement Agreement), and fulfilling other
10 aspects of the Notice Plan. The Notice Administrator shall also design and implement a
11 plan for notification of this Settlement Agreement through publication, which shall
12 satisfy the due process rights of Settlement Class Members. The Notice Administrator
13 shall also design, implement and maintain the Settlement Website for notification of this
14 Settlement Agreement by online means that includes the publication of important
15 documents from the Litigation.

16 7.3. The Notice Administrator (and any person retained by the Notice
17 Administrator) shall sign a confidentiality agreement, which shall provide that the names,
18 addresses and other information about specific Settlement Class Members provided by
19 Class Counsel, BrassCraft, and/or by individual Settlement Class Members shall all be
20 treated as confidential and shall be used by the Notice Administrator only as required by
21 this Settlement Agreement. Class Counsel and BrassCraft shall be in agreement on the
22 form and content of the confidentiality agreement discussed in this provision.

23 7.4. The Notice Administrator or person(s) under the control and supervision of
24 the Notice Administrator shall mail Notice, using the same language and in substantially
25 the same form as the Notice attached hereto as **Exhibit 2**, by first-class postage prepaid
26 U.S. Mail, to Settlement Class Members who can be identified by the Settling Parties
27 through reasonable efforts. While BrassCraft has informed Class Counsel that it does
28 not maintain data specifying Settlement Class Members' names and addresses,

1 BrassCraft shall make reasonable efforts to provide the Notice Administrator with all
2 reasonably available data specifying potential Class Members' names, addresses, and
3 any other contact information. The Notice Administrator will process all address data
4 through the National Change of Address database (where a specific owner is known), the
5 Coding Accuracy Support System and Delivery Point Validation system for the purpose
6 of verifying and updating the addresses.

7 7.5. The Notice Administrator shall also mail the Claim Form together with the
8 Notice. The mailed Claim Form shall use the same language and be substantially in the
9 same form as the Claim Form attached hereto as **Exhibit 1**. The Notice Administrator
10 shall mail the Notice and Claim Form to the Settlement Class Members within twenty
11 (20) days of the entry of the Preliminary Approval Order.

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

1 be deemed received by the Settlement Class Member once it is mailed for the second
2 time.

3 7.7. The Notice Administrator shall also design and implement a plan for
4 notification of this settlement through publication, which shall satisfy the due process
5 rights of Settlement Class Members.

6 7.8. The Notice Administrator shall also provide a copy of the Notice and/or
7 Claim Form to any Settlement Class Member who requests the Notice and Claim Form.

8 7.9. Within fifteen (15) days after the deadline to mail the Notice and Claim
9 Form to Settlement Class Members in Paragraph 7.2, the Notice Administrator shall
10 provide declarations to the Court, with a copy to Class Counsel and Defense Counsel,
11 attesting to the measures undertaken to provide Notice and Claim Forms to the
12 Settlement Class.

13 14 **8. OBJECTIONS AND REQUESTS FOR EXCLUSION BY** 15 **SETTLEMENT CLASS MEMBERS**

16 8.1. Any Settlement Class Member who intends to object to the fairness,
17 reasonableness and adequacy of the settlement (“Objections”) must mail a written
18 Objection to the Notice Administrator by first-class mail with postage paid. The Notice
19 Administrator will then serve any Objections received on Class Counsel, Defense
20 Counsel, and all other parties who are due notice in this case via Case Anywhere. The
21 Notice Administrator will then also file any such Objections with the Court. Objections
22 must be postmarked no later than sixty (60) days after the date of the mailing of Notice.
23 In his/her Objections, an objecting Settlement Class Member must: (a) set forth his/her
24 full name, current address, and telephone number; (b) identify the address of the Property
25 Unit giving rise to standing to make an Objection and establish the sender’s status as a
26 Settlement Class Member, if the sender’s current address is different; (c) identify the
27 owner of the Property Unit if the Settlement Class Member is not the owner of the
28 Property Unit; (d) set forth the basis for the Settlement Class Member’s conclusion that

1 the Property Unit contains Covered Products; (e) state that the objector has reviewed the
2 Settlement Class definition and understands that he/she is a Settlement Class Member,
3 and has not opted out of the Settlement Class; (f) set forth a complete statement of all
4 legal and factual bases for any Objection that the objector wishes to assert; and (g)
5 provide copies of any documents that the objector wishes to submit relating to his/her
6 position.

7 8.2. In addition to the requirements set forth in Paragraph 8.1, objecting
8 Settlement Class Members must state in writing whether the objecting Settlement Class
9 Member intends to appear at the Fairness Hearing(s), which shall be conducted to
10 determine final approval of the settlement, along with the amount properly payable for
11 Attorneys' Fees, Costs, and All Other Expenses ("Fairness Hearing"), either with or
12 without separate counsel. No Settlement Class Member shall be entitled to be heard at
13 the Fairness Hearing (whether individually or through separate counsel) or to object to
14 the settlement, and no written Objections or briefs submitted by any Settlement Class
15 Member shall be received or considered by the Court at the Fairness Hearing, unless
16 written notice of the Settlement Class Member's intention to appear at the Fairness
17 Hearing and copies of any written Objections or briefs shall have been served on the
18 Notice Administrator on or before sixty (60) days after the date of the mailing of the
19 Notice. In addition to its obligations to serve and file Objections, the Notice
20 Administrator will also serve any Notices of a Settlement Class Member's intention to
21 appear at the Fairness Hearing and associated briefing received on Class Counsel,
22 Defense Counsel, and all other parties due notice in this case by Case Anywhere. The
23 Notice Administrator will also file any such Notices of a Settlement Class Member's
24 intention to appear at the Fairness Hearing and associated briefing with the Court by
25 filing such documents directly or arranging for such documents to be filed by Class
26 Counsel or Defense Counsel. Settlement Class Members who fail to serve timely written
27 objections in the manner specified above shall be deemed to have waived any Objections
28

1 and shall be foreclosed from making any Objection (whether by appeal or otherwise) to
2 the settlement.

3 8.3. Settlement Class Members may elect to exclude themselves from this
4 Settlement Agreement, relinquishing their rights to benefits under this Settlement
5 Agreement. In all cases where, as of the date of the settlement, an individual or entity
6 would be considered a Settlement Class Member (but for an opt-out), there must be
7 evidence of the individual or entity's intention to opt-out of the Settlement Class.

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

20 8.5. Settlement Class Members who exclude themselves from the settlement
21 will not release their claims as per Paragraphs 4.3 through 4.10. All Class Members
22 electing to opt-out must send to the Notice Administrator a letter including: (a) the opt-
23 out's name, current address, and telephone number; (b) identify the address of the
24 Property Unit giving standing to "opt out" and the sender's status as a person who would
25 be a Settlement Class Member but for the "opt-out," if the sender's current address
26 differs from the address for the Property Unit for which the Settlement Class Member has
27 asserted a claim; (c) identify the owner of the Property Unit if the Settlement Class
28 Member is not the owner of the Property Unit; (d) provide a statement indicating that an

1 election to be excluded from the Settlement Class; and (e) signed by the Settlement Class
2 Member, retained counsel (if the requirements specified above are met), or valid assignee
3 (if the requirements specified above are met). Any request for exclusion must be
4 postmarked on or before sixty (60) days after the date of the mailing of Notice. The date
5 of the postmark on the return-mailing envelope shall be the exclusive means used to
6 determine whether a request for exclusion has been timely submitted. Settlement Class
7 Members who fail to submit a valid and timely request for exclusion on or before the date
8 specified in the Preliminary Approval Order and Notice, or on such other date set by the
9 Court, shall be bound by all terms of the Settlement Agreement and the Final Order and
10 Judgment, regardless of whether they have requested exclusion from the settlement. Any
11 disputes as to the validity of a request for exclusion shall be adjudicated by the Court.

12 8.6. Any Settlement Class Member who submits a timely request for exclusion
13 may not file an Objection to the settlement and shall be deemed to have waived any rights
14 or benefits under this Settlement Agreement.

15 8.7. Not later than fourteen (14) days after the deadline for submission of
16 requests for exclusion, the Notice Administrator shall provide to Class Counsel and
17 Defense Counsel a complete list of Class Members electing exclusion, together with
18 copies of the exclusion requests.

19 8.8. If in excess of two thousand (2,000) Settlement Class Members elect to be
20 excluded from the Settlement Class and submit a valid request for exclusion as set forth
21 in this Section 8, BrassCraft shall have the right to withdraw from the settlement, upon
22 written notice to Class Counsel. For the purpose of counting exclusions, any association
23 or owner of a Commercial Property Unit that excludes itself from the Settlement shall
24 count as one (1) exclusion.

25 8.9. Twenty-one (21) days after expiration of the deadline for objections and/or
26 requests for exclusion from the settlement as approved by the Court and set forth in the
27 Notice, or other such date set by the Court, the Fairness Hearing shall be conducted to
28 determine final approval of the settlement, along with the amount properly payable for

1 Attorneys' Fees, Costs, and All Other Expenses ("Fairness Hearing"). Upon final
2 approval of the settlement by the Court at or after the Fairness Hearing, the Settling
3 Parties shall present the Final Order and Judgment in a form agreed upon by the Settling
4 Parties.

5 8.10. Seven (7) days prior to the date set for the Fairness Hearing, Counsel for
6 the Settling Parties shall file their briefs in support of settlement approval. Counsel for
7 the Settling Parties shall concurrently file responses to objections made by Settlement
8 Class Members.

9 10 **9. SETTLEMENT HEARING**

11 9.1. Class Counsel will submit the Settlement Agreement together with its
12 Exhibits to the Court and will request that the Court issue the Preliminary Approval
13 Order in the form attached hereto as **Exhibit 4**. The form of the requested Preliminary
14 Approval Order shall seek preliminary approval of the settlement and shall request that
15 the Court direct Notice be disseminated to the Settlement Class in the forms annexed
16 hereto as **Exhibit 2** (Mailed Notice) and **Exhibit 3** (Published Notice), which notice shall
17 disclose the existence and nature of the action and the proposed settlement, shall inform
18 Settlement Class Members of the procedures and deadlines for filing objections,
19 expressions of intent to appear at the Fairness Hearing and/or requests for exclusion as set
20 forth therein, the effect of the settlement, and shall schedule a hearing on whether the
21 settlement should be granted final approval and whether the Fee Applications of Class
22 Counsel should be granted.

23 24 **10. ATTORNEYS' FEES, COSTS, AND ALL OTHER EXPENSES AND** 25 **CLASS REPRESENTATIVE INCENTIVE AWARDS**

26 10.1. BrassCraft agrees to pay any amounts awarded by the Court to Class
27 Counsel and the Class Representatives for Attorneys' Fees, Costs, and All Other
28 Expenses, but only so long as the total amount in Attorneys' Fees, Costs, and All Other

1 Expenses to Class Counsel awarded to them by the Court does not exceed the sum of
2 \$4,950,000; Incentive Awards to the Class Representatives provided the total amount of
3 Incentive Awards does not exceed \$5,000 per Property Unit owned by the Class
4 Representatives; and the Court's order is otherwise consistent with this Settlement
5 Agreement. This amount does not include the costs for the Notice Plan, Claim Process
6 and Special Master that BrassCraft will pay in addition to any Attorneys' Fees, Costs, and
7 All Other Expenses and Incentive Awards awarded by the Court.

8 10.2. BrassCraft does not oppose, and will not encourage or assist any third-party
9 in opposing, Class Counsel's request for Attorneys' Fees, Costs, and All Other Expenses
10 in a total amount of up to \$4,950,000 plus Incentive Awards of \$5,000 per Property Unit
11 owned by the Class Representatives, nor will BrassCraft contest the reasonableness of
12 these amounts as long as the request is consistent with this Settlement Agreement. The
13 Incentive Awards are in recognition of the substantial time and effort each Class
14 Representative spent reviewing pleadings, making their homes available for product
15 analysis and testing, and responding to discovery propounded. Class Counsel will not
16 seek in excess of \$4,950,000 for Attorneys' Fees, Costs, and All Other Expenses and, in
17 any event, Class Counsel agree that BrassCraft shall not pay, nor be obligated to pay, any
18 sum in excess of \$4,950,000 or such lesser amount as may be awarded by the Court for
19 Attorneys' Fees and Costs. Class Counsel and BrassCraft negotiated and agreed to the
20 amounts of Attorneys' Fees, Costs, and All Other Expenses to Class Counsel or Incentive
21 Awards to the Class Representatives only upon reaching agreement on all other material
22 terms of this Settlement Agreement.

23 10.3. The Settling Parties agree the amounts in Paragraphs 10.1 through 10.2
24 represent BrassCraft's all-inclusive, full payment for all fees, costs, and other expenses in
25 relation to the claims covered by the contemplated release in addition to the costs for the
26 Notice Plan, Claim Process and Special Master. If awarded, the amounts described in
27 Paragraphs 10.1 through 10.2 shall constitute full satisfaction of BrassCraft's obligation
28 to pay any person, attorney or law firm for attorneys' fees, costs, and all other expenses,

1 and shall relieve BrassCraft from any other claims or liability to any other attorney or law
2 firm or person for any attorneys' fees, costs, or other expenses to which any Plaintiff or
3 Settlement Class Member may claim that are in any way related to the Released Claims.
4 This Paragraph 10.3 contains material terms of this Settlement Agreement without which
5 there is no agreement.

6 10.4. The Settling Parties agree not to appeal, or otherwise support any appeal, of
7 an order or judgment entered by the Court that is consistent with this provision and the
8 terms of the Settlement Agreement. The Settling Parties shall bear their own fees and
9 costs incurred on any appeals.

10 10.5. Any Attorneys' Fees, Costs, and All Other Expenses to Class Counsel or
11 Incentive Awards to the Class Representatives shall be paid by BrassCraft to Class
12 Counsel and the Class Representatives within ten (10) days of the Effective Date.

13 10.6. The Court shall have the sole and exclusive jurisdiction and shall be the
14 sole and exclusive venue to decide any and all disputes concerning the allocation and
15 distribution of Attorneys' Fees, Costs, and All Other Expenses to Class Counsel,
16 including but not limited to any claims for Attorneys' Fees, Costs, and All Other
17 Expenses made by any other attorneys besides Class Counsel, or Incentive Awards to the
18 Class Representatives provided in the Settlement Agreement.

19
20 **11. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF**
21 **TERMINATION**

22 11.1. If this Settlement Agreement is not approved by the Court or the settlement
23 is terminated or fails to become effective in accordance with the terms of this Settlement
24 Agreement, the Settling Parties will be restored to their respective positions in the
25 Litigation as of April 20, 2015. In such event, the terms and provisions of this Settlement
26 Agreement will have no further force and effect and shall not be used in this Litigation or
27 in any other proceeding for any purpose, and any Judgment or order entered by the Court
28 in accordance with the terms of this Settlement Agreement will be treated as vacated,

1 *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order
2 of the Court concerning any award of Attorneys' Fees, Costs, and All Other Expenses to
3 Class Counsel or Incentive Awards to the Class Representatives will constitute grounds
4 for cancellation or termination of this Settlement Agreement, unless the order potentially
5 increases in any way BrassCraft's financial responsibility in connection with the
6 settlement.

8 **12. BEST EFFORTS**

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

17 **13. MISCELLANEOUS PROVISIONS**

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

26 13.2. Neither this Settlement Agreement nor the settlement, nor any act
27 performed or document executed pursuant to or in furtherance of this Settlement
28 Agreement or the settlement is or may be deemed to be or may be used as an admission

1 of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or
2 liability of any Released Parties; or is or may be deemed to be or may be used as an
3 admission of, or evidence of, any fault or omission of any Released Parties in any civil,
4 criminal, or administrative proceeding in any court, administrative agency or other
5 tribunal. Any of the Released Parties may file this Settlement Agreement and/or the
6 Final Order and Judgment in any action that may be brought against it in order to support
7 any defense or counterclaim, including without limitation those based on principles of res
8 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
9 any other theory of claim preclusion or issue preclusion or similar defense or
10 counterclaim.

11 13.3. All agreements made and orders entered during the course of the Litigation
12 relating to the confidentiality of information will survive this Settlement Agreement.

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

24 13.5. Any and all Schedules and Exhibits to this Settlement Agreement are
25 material and integral parts hereof and are fully incorporated herein by this reference.

26 13.6. This Settlement Agreement may be amended or modified only by a written
27 instrument signed by or on behalf of all Settling Parties or their respective successors-in-
28 interest.

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

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

13 13.9. Each counsel or other Person executing this Settlement Agreement or any
14 of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the
15 full authority to do so.

16 13.10. This Settlement Agreement may be executed in one or more counterparts.
17 All executed counterparts and each of them will be deemed to be one and the same
18 instrument. A complete set of original counterparts will be filed with the Court.

19 13.11. This Settlement Agreement will be binding upon, and inure to the benefit
20 of, the successors and assigns of the Settling Parties.

21 13.12. The Court shall retain continuing and exclusive jurisdiction over the
22 Settling Parties and all Settlement Class Members, and over the administration and
23 enforcement of the settlement. Any disputes or controversies arising with respect to the
24 interpretation, enforcement, or implementation of this Settlement Agreement, including
25 any disputes concerning allocation and distribution of Attorneys' Fees, Costs, and All
26 Other Expenses to Class Counsel and Incentive Awards, must be made by motion to the
27 Court.
28

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

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

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

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

Dated: November __, 2015 **KASDAN LIPPSMITH WEBER TURNER LLP**

By:

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

Dated: November __, 2015

By:

MILES HOUZE
Individually and on behalf of the Class

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Dated: November ___, 2015
By: _____
SUSAN HOUZE
Individually and on behalf of the Class

Dated: November ___, 2015
By: _____
KEVIN NGAI
Individually and on behalf of the Class

Dated: November ___, 2015
By: _____
MARCIA PRICE
Individually and on behalf of the Class

Dated: November ___, 2015
By: _____
HENRY OKONKWO
Individually and on behalf of the Class

Dated: November ___, 2015 **ANSA ASSUNCAO LLP**
By: _____
ROBERT A. ASSUNCAO
Attorneys for Defendant BrassCraft Manufacturing
Company

Dated: November ___, 2015 **G&P SCHICK PC**
By: _____
MALCOLM D. SCHICK
ANDREW BLACKBURN
Attorneys for Defendants BrassCraft Manufacturing
Company

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Dated: November __, 2015

By: _____

Print Name: _____

Print Title: _____

On behalf of BrassCraft Manufacturing, Inc.

EXHIBIT 1

BrassCraft Claims Administrator
PO Box 40007
College Station TX 77842-4007

FOR OFFICIAL USE ONLY

IMPORTANT LEGAL MATERIALS

BARCODE
0123456789

Page 1 of 5

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

BRASSCRAFT YELLOW BRASS SETTLEMENT CLAIM FORM

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

YOU MUST SIGN AND DATE THIS CLAIM FORM ON PAGE 5 TO BEGIN THE CLAIM HANDLING PROCESS.

1) Claimant Information

Name of Property Owner: _____

Address of Property Owner:

Street: _____

City: _____ State: _____ Zip: _____

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:

Name of business or entity: _____

Name of person submitting claim on behalf of business or entity: _____

Position or Title: _____

Address of Property Owner:

Street: _____

City: _____ State: _____ Zip: _____

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: _____

Home Phone: () - Work Phone: () - Ext. _____

Mobile Phone: () - E-Mail: _____

Page 1 of 5

QUESTIONS? CALL (888) 633-9195 OR VISIT WWW.BCYELLOWBRASSSETTLEMENT.COM

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 PO Box is not an appropriate address; you must list the physical street address.

Street: _____

City: _____ State: _____ Zip: _____

Unit type (select one): ☐ Residential ☐ Commercial

See Section 3 of the Notice or go to www.BCyellowbrasssettlement.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) BrassCraft or other Covered Product brand manufacture stamp if those stamps appear on the Covered Product; AND (2) Date of Manufacture stamp if those stamps appear on the Covered Product. For help locating the (1) BrassCraft or other Covered Product brand manufacture stamp and (2) Date of Manufacture stamp on supply stops and water connectors, go to www.BCyellowbrasssettlement.com.

NOTE: If the Covered Product does not have a BrassCraft or other Covered Product brand manufacture stamp and/or Date of Manufacture stamp, you must either (1) submit proof of purchase or (2) sign Affidavit "A" at the end of this Claim Form that confirms the Covered Product(s) was in a newly constructed Property Unit for which a certificate of occupancy was issued within ten years of the date on the Claim Form, or that the Covered Product was purchased within ten years of the date on the Claim Form.

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.BCyellowbrasssettlement.com.

A. Are you making a claim for an **Exterior Meringue Deposit**? ☐ YES ☐ NO

If YES, which of the following is your chosen Settlement Benefit? (CHOOSE ONE)

☐ Five years of Extended Settlement Benefit Coverage against Leaks, **OR**

☐ A Replacement Part (Residential only, limited to 15 replacement parts)

To submit a valid claim for Exterior Meringue Deposits, the photographs you submit with this Claim Form must show the claimed Exterior Meringue Deposits caused by corrosion of the Covered Product while in service.

B. Are you making a claim for an **Occlusion**? (limited to 3 replacement parts) ☐ 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 "B" at the end of this Claim Form.

C. Are you making a claim for 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 plainly visible around the valve stem. You must also complete and sign Affidavit "B" at the end of this Claim Form.

D. Are you making a claim for a **Leak**? ☐ YES ☐ NO

To submit a valid claim, 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 BrassCraft. Upon receipt of the return shipping authorization and pre-paid shipping label, you have sixty (60) days to return the Covered Product(s) to BrassCraft or the Claims Administrator may deny your Leak Claim.

E. Are you making a claim for **\$5,000 or less in Property Damage resulting from a Leak**? ☐ YES ☐ NO

Property Damage Claims are limited to a maximum Settlement Benefit of \$5,000 per Property Unit. Under this settlement, you may not recover for property damage covered and paid by insurers. 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: _____/_____/_____

Total amount of 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.
- A completed Supplemental Claim Form with an itemized list of your property damage (obtain a Supplemental Claim Form by visiting www.BCyellowbrasssettlement.com or contacting the Claims Administrator at [INSERT ADDRESS and PHONE NUMBER].)
- 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 \$5,000 in Property Damage resulting from a Leak? ☐ YES ☐ NO

If YES, choose one of the following:

☐ I elect to limit my claim to \$5,000 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 \$5,000 in Property Damage the option to either (1) make a claim for a maximum payment of \$5,000 per Residential or Commercial Property Unit, regardless of the amount of actual damages claimed; or (2) file an individual lawsuit against BrassCraft, waiving the benefits provided for in Settlement Agreement.

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 BrassCraft that are substantially similar to those alleged in this action?

☐ YES ☐ NO

8) Signature Verification

IMPORTANT DEADLINES: Claims for Exterior Meringue Deposits, Occlusions, and Inoperable Valves must be made within three years of the date the Settlement Agreement becomes final (the "Effective Date"). Claims for Product Replacement Costs for Leaks must be made within ninety days of the Effective Date or within ninety days of the date of a Leak in a Covered Product, whichever date is later. Claims for property damage as a result of a Leak must be made within two years of the Leak. The Effective Date shall be posted to the settlement website www.BCyellowbrasssettlement.com within 10 days of the date 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 BRASSCRAFT MANUFACTURING COMPANY 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: ____/____/____

Co-Owner Signature: _____ Date: ____/____/____

Business or Entity Signature: _____ Date: ____/____/____

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

Mail or Deliver to:

BrassCraft Claims Administrator
PO Box 40007
College Station, TX 77842-4007

AFFIDAVIT OF CLAIMANT "A"

(To be completed and signed by property owner making a claim for a Covered Product(s)
with no BrassCraft or other Covered Product brand manufacture stamp and/or date of manufacture stamp)

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

☐ I am making a claim for **Exterior Meringue Deposits** and the Covered Product(s) was either in a newly constructed Property Unit for which a certificate of occupancy was issued within ten (10) years of the date of the Claim Form, or the Covered Product was purchased within ten years of the date on the Claim Form.

☐ I am making a claim for **Leaks** and the Covered Product(s) was either in a newly constructed Property Unit for which a certificate of occupancy was issued within ten (10) years of the date of the Claim Form, or the Covered Product was purchased within ten years of the date on the Claim Form.

☐ I am making a claim for **Occlusions** and the Covered Product(s) was either in a newly constructed Property Unit for which a certificate of occupancy was issued within ten (10) years of the date of the Claim Form, or the Covered Product was purchased within ten years of the date on the Claim Form.

Owner: _____

Date: ____/____/____

AFFIDAVIT OF CLAIMANT "B"

(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 1.14.3 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 1.14.4 of the Settlement Agreement.

Owner: _____

Date: ____/____/____

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES
Houze, et al. v. BrassCraft Manufacturing Company, et al., Case No. BC493276

Notice of Pendency and Proposed Settlement of Class Action

Relating to BrassCraft 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.
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 Jane L. Johnson 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.

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

2. What is this Litigation about?

Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo, 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.BCYellowBrassSettlement.com, or by clicking [HERE](#) if you are viewing this Notice online), which were manufactured, distributed, and/or sold by BrassCraft 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. They further allege such products were distributed or sold by BrassCraft.

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

Accordingly, neither this Notice nor the proposed settlement reflects an admission by BrassCraft 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 Residential Property Unit(s) and/or a Commercial Property Unit(s) located in the United States that contains or has ever contained a Covered Product. A Residential Property Unit means a residential 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. A Commercial Property Unit means either (1) 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 (2) any single 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 9 and 10; (b) are a retailer, wholesaler, or claims aggregator or a person or entity who claims to be an assignee of rights associated with any Covered Product (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 Jane L. Johnson or a member of her family.

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

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

Please visit the settlement website, www.BCYellowbrasssettlement.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, BrassCraft 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: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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.BCYellowbrasssettlement.com or call the toll free number (888) 633-9195. You may also write with question to BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, or send an e-mail to Info@BCYellowbrasssettlement.com.

6. What are the reasons for the settlement?

The Court did not decide in favor of the Plaintiffs or BrassCraft. 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 BrassCraft. 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 BrassCraft and related entities relating to the claims at issue in this Litigation. The Settlement Class Members who participate will not release their rights to pursue any claims against Defendant EZ-Flo International, Inc. and those claims will continue in the 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

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

the settlement website, www.BCYellowbrasssettlement.com or by written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007. 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 on a 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’s brass alloy, occurring within ten (10) years after each such product’s Date of Manufacture, or within fifteen (15) years after the Date of Manufacture if the Claimant has validly elected the additional five (5) year extension of Settlement Benefits for Leaks only.

(C) **“Occlusion”** means a reduction in water flow capacity due to zinc oxide build-up as a result of corrosion 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 corrosion of a 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 Covered Product corrosion product build-up as a result of corrosion 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 BrassCraft; (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 BrassCraft’s maintenance instructions.

A. SETTLEMENT BENEFITS FOR EXTERIOR MERINGUE DEPOSITS

Residential Property Unit Owners – BrassCraft has agreed to provide owners of Residential Property Units with their choice of the following two mutually exclusive benefits for each qualifying Covered Product: (a) a replacement part for no more than fifteen (15) Covered Products per Residential Property Unit; or (b) five (5) years of extended Settlement Benefit coverage for Leaks only, in addition to the ten (10) year Settlement Benefit coverage, for a total of fifteen (15) years of Settlement Benefit coverage from the Date of Manufacture

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(with no limit on the number of Covered Products with Exterior Meringue Deposits in each Residential Property Unit that may be covered).

Commercial Property Unit Owners – BrassCraft has agreed to provide owners of Commercial Property Units the following benefits for each qualifying Covered Product: five (5) years of extended Settlement Benefit coverage for Leaks only, in addition to the ten (10) year Settlement Benefit coverage, for a total of fifteen (15) years of Settlement Benefit coverage from the Date of Manufacture (with no limit on the number of Covered Products with Exterior Meringue Deposits in each Commercial Property Unit that may be covered).

B. SETTLEMENT BENEFITS FOR LEAKS

For each qualifying Covered Product with a Leak, BrassCraft has agreed to provide Claimants with the following benefits: (a) cash reimbursement for the Replacement Part; 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.

Property Damage – For each qualifying Covered Product with a Leak, BrassCraft 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 property damage costs incurred, limited to a maximum of \$5,000 per Residential Property Unit or Commercial Property Unit. 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, BrassCraft has agreed to provide a Replacement Part to owners of Residential Property Units and Commercial 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, BrassCraft has agreed to provide a Replacement Part to owners of Residential Property Units and Commercial 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.BCYellowbrasssettlement.com. You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, 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 BrassCraft, 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:

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BrassCraft Claims Administrator
P.O. Box 40007
College Station, TX 77842-4007

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 BrassCraft at your new address, you should notify the Claims Administrator of your new address by either (i) visiting www.BCYellowbrasssettlement.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.BCYellowbrasssettlement.com; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator's toll-free telephone number, (888) 633-9195; or (3) by requesting a Claim Form be mailed to you by writing to the BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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, 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 Claims Form and supporting documentation within ninety (90) days of the Effective Date or within ninety (90) days of the date of a leak in the Covered Product, whichever date is later.

Property damage claims covered by this Settlement Agreement must be submitted within two (2) years of the date the property damage occurred.

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

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will notify you in writing of your failure to do so. The missing information, documents, or photographs must be received by the Claims Administrator (or postmarked) within 30 days from the postmarked date of that written notice of your failure to provide all necessary information, documents, or photographs. Failure to comply will result in a denial of your claim.

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. BrassCraft 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 BrassCraft 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, due to corrosion, potential corrosion, or otherwise, 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

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Products on any claims that the Covered Products are inadequate or of poor or insufficient quality or defective, due to corrosion, potential corrosion, or otherwise 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.BCyellowbrasssettlement.com. You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, 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 firms 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. BrassCraft 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, \$4,950,000.

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 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 BrassCraft 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 BrassCraft. Persons who exclude themselves from the Settlement Class will

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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 BrassCraft 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 17 and 18), 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 Notice Administrator that includes (a) your name, current address, and telephone number; (b) an identification of the address of the building or structure 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) an identification of 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: BrassCraft Notice Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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,

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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 BrassCraft 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 a complete statement of all legal and factual bases for any Objection that you wish to assert; and (g) provide copies of any documents that you wish to submit relating to your position. In addition, you must state in writing whether you intend to appear at the Fairness Hearing either with or without separate counsel, as no Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) or to object to the settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Fairness Hearing, unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing and copies of any written objections or briefs have been mailed to the Claims Administrator.

You must send your objection postmarked no later than sixty (60) days after the date of the mailing of Notice, to BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007. 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 <TIME> on <DATE>, 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, you must 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 must include copies of any papers, exhibits, or other evidence that you or your counsel will present at the hearing. Any Settlement Class Member who does

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not file and serve a notice of intention to appear in accordance with these instructions will be barred from speaking at any hearing concerning this proposed settlement.

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.BCYellowbrasssettlement.com.

By order of <DATE>, Judge Jane L. Johnson of the Superior Court of the State of California, County of Los Angeles, assigned.

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EXHIBIT 3

LEGAL NOTICE

Current or former owners of homes or buildings containing BrassCraft potable water plumbing components made with yellow brass, could get benefits from a class action settlement.

Para una notificación en Español, llamar o visitar nuestro website.

A settlement has been reached with BrassCraft Manufacturing Company (“BrassCraft”) about certain potable water plumbing components, including stop valves, connectors and fittings, made with yellow brass manufactured and/or sold by BrassCraft (“Covered Products”). The settlement provides certain 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 hearing to decide whether to give final approval to the settlement, so that the benefits can be issued. Those included 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 Settlement Agreement, which are both available at www.BCyellowbrasssettlement.com.

WHAT IS THIS ABOUT?

The lawsuit makes various claims, including that the Covered Products can corrode or leak and cause property damage. BrassCraft denies all of the claims and allegations in the lawsuit and maintains that the Covered Products are not defective. The Court has made no determination about the strengths or weaknesses of any of the claims or any of BrassCraft’s defenses. 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 Covered Products during a certain time period. Visit the website to read descriptions and see photos of the Covered Products.

WHAT DOES THE SETTLEMENT PROVIDE?

For those who file valid claims, BrassCraft will provide the following Settlement Benefits: (1) for Covered Products that are confirmed to have exterior “meringue” (white or green zinc oxide) deposits as a result of corrosion to the Covered Product: a choice of either (a) up to 15 replacement products, or (b) five year extended settlement benefit coverage for potential leaks; (2) for Covered Products with occlusions (reduction in water flow capacity)

or inoperable valves as a result of corrosion to the Covered Product, up to three replacement products. BrassCraft also will provide reimbursement for reasonable replacement costs and related labor charges for Covered Products with leaks, and for property damage caused by corrosion of a Covered Product up to \$5,000. Commercial properties with confirmed exterior meringue deposits as a result of corrosion to a Covered Product may receive five year extended settlement benefit coverage for leaks only.

HOW DO YOU ASK FOR BENEFITS?

To obtain any benefits from the settlement you must fill out and submit a Claim Form. Claim Forms are available at the website or by calling (888) 633-9195. The earliest deadline for submitting a claim is **[INSERT DATE]**. The detailed Notice and Settlement Agreement, available at www.BCyellowbrasssettlement.com, describe more fully the benefits available under the proposed settlement and how to file a claim.

YOUR OTHER OPTIONS.

If you do not want to be legally bound by the settlement, you must exclude yourself from the Class by **[INSERT DATE]**, or you will not be able to sue BrassCraft 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 it by **[INSERT DATE]**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in the case, known as *Houze, et al. v. BrassCraft Manufacturing Company, et al.*, Case No. BC493276, on **[INSERT DATE]**, at __ am, to consider whether to approve the settlement, and a request by Class Counsel for attorneys’ fees, costs, and expenses of no more than \$4.95 million and incentive awards for the Class Representatives of \$5,000 for each property unit they own. Payment of attorneys’ fees 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, call or go to the website shown below.

www.BCyellowbrasssettlement.com

(888) 633-9195

EXHIBIT 4

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**
9

10 MILES HOUZE, individually and on
11 behalf of all others similarly situated,
12 SUSAN HOUZE, individually and on
13 behalf of all others similarly situated,
14 KEVIN NGAI, individually and on
15 behalf of all others similarly situated,
16 MARCIA PRICE, individually and on
17 behalf of all others similarly situated,
18 HENRY OKONKWO, individually and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 vs.

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

27 Defendants.
28

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Jane Johnson
Dept.: 308

**[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

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Upon consideration of the Motion, Plaintiffs and BrassCraft’s Class Action Settlement Agreement and Release and all exhibits thereto (collectively, the “Settlement Agreement” or “Settlement”), the materials previously submitted in this case, the arguments of counsel, and other materials relevant to this matter, and good cause appearing therefore, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

2. The terms of the Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of notice according to the Notice Plan attached as Exhibit 5 to the Settlement Agreement (“Notice Plan”).¹ Specifically, the Court approves the Notice Plan and approves, as to form and content, (1) the Settlement Claim Form attached as Exhibit 1 to the Settlement Agreement (“Claim Form”), (2) the mailed notice attached as Exhibit 2 to the Settlement Agreement (“Mailed Notice”), and (3) the published notice attached as

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1 Exhibit 3 to the Settlement Agreement (“Published Notice”). This determination is
2 not a final finding that the Settlement Agreement is fair, reasonable, and adequate,
3 but instead is a determination that there is reasonable cause to submit the proposed
4 Settlement Agreement to Settlement Class Members and to hold a hearing on the
5 fairness of the proposed settlement and on the final approval of the settlement
6 (“Fairness Hearing”), and ultimately approve the Settlement.

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

18 4. The Notice Administrator shall be responsible for providing notice of
19 the proposed settlement to the Settlement Class Members in accordance with the
20 provisions of the Settlement Agreement. The Notice Administrator shall
21 disseminate the Mailed Notices, Published Notices and Claim Forms per the
22 Notice Plan within twenty (20) days of the entry of this Order. Within fifteen (15)
23 days after the deadline to mail the Notices and Claim Forms to Settlement Class
24 Members, the Notice Administrator shall provide declarations to the Court, with a
25 copy to Class Counsel and Counsel for Defendant BrassCraft, attesting to the
26 measures undertaken to provide Notices and Claim Forms to the Settlement Class.

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

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

5 6. Excluded from the Settlement Class are:

- 6 a) Persons who validly and timely exclude
7 themselves using the procedure set forth in
8 Paragraphs 8.3 through 8.5 of the Settlement
9 Agreement;
- 10 b) Retailers, wholesalers, and claims aggregators or
11 persons or entities who claim to be an assignee of
12 rights associated with any of the Covered Products,
13 except associations of homeowners may seek
14 Settlement Benefits for common areas, only;
- 15 c) Except as specified above, insurers and/or
16 providers of extended service contracts or
17 warranties for the Settlement Class Structures; and
- 18 d) The Honorable Jane Johnson and members of her
19 family.

20 7. If, for any reason, the proposed settlement is not approved, the
21 proposed settlement and any order certifying a settlement class or subclass shall be
22 vacated *nunc pro tunc* and the Litigation shall proceed as though the Settlement
23 Class had never been certified, without prejudice to the Parties' rights to either
24 request or oppose class certification for purposes of litigation.

25 8. In making the findings set forth in Paragraphs 5 and 6 herein, the
26 Court has exercised its discretion in conditionally certifying the Settlement Class
27 on a nationwide basis. The Court designates Named Plaintiffs Miles Houze, Susan
28

1 Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo as the Class
2 Representatives.

3 9. The Court hereby appoints the following attorneys as counsel for the
4 Settlement Class: Kenneth S. Kasdan, Graham B. LippSmith, and Michael D.
5 Turner of Kasdan LippSmith Weber Turner LLP, and the successors of these
6 attorneys and this law firm. For purposes of these settlement proceedings, the
7 Court finds that these counsel are competent and capable of exercising their
8 responsibility as Class Counsel.

9 10. The Settlement Agreement is for settlement purposes only. Neither
10 the fact of, any provision contained in, nor any action taken under the Settlement
11 Agreement shall be construed as an admission of the validity of any claim,
12 argument claiming offensive collateral estoppel, or any factual allegation that was
13 or could have been made by Plaintiffs and Settlement Class Members in the
14 Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the
15 part of BrassCraft. The Settlement Agreement shall not be offered or be
16 admissible in evidence against BrassCraft or cited or referred to in any other action
17 or proceeding against BrassCraft, except for an action or proceeding (1) brought by
18 or against the Parties to enforce or otherwise implement the terms of the Settlement
19 Agreement; (2) involving any Plaintiff or Settlement Class Member to support a
20 defense of *res judicata*, defense of collateral estoppel, defense of release, or other
21 theory of claim preclusion, issue preclusion, or similar defense; or (3) involving an
22 attempt to enforce a stay of other litigation pursuant to the terms set forth in the
23 Settlement Agreement and the Court's Order preliminarily approving the
24 Settlement Agreement.

25 11. Anyone who wishes to be excluded from the Settlement Class must
26 submit a written request for exclusion (in the form set forth in the Mailed Notice,
27 Published Notice, Settlement Agreement, and at
28 www.BCyellowbrasssettlement.com) by sending it to the Notice Administrator at

1 the address in Paragraph 13, below, by first-class U.S. mail. Requests for
2 exclusion must contain all information described in the Settlement Agreement, and
3 otherwise meet the requirements set forth in that agreement. The envelope
4 containing the request for exclusion must be postmarked no later than sixty (60)
5 days after the first date the Mailed Notices, Published Notices, and Claim Forms
6 are disseminated pursuant to the Notice Plan.

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

11 13. Any Settlement Class Member who intends to object to the fairness,
12 reasonableness, or adequacy of the proposed Settlement must mail a written
13 objection to BrassCraft Notice Administrator, P.O. Box 40007, College Station, TX
14 77842-4007, by first-class mail with postage paid. The Notice Administrator will
15 then serve any Objections received on Class Counsel, Counsel for Defendant
16 BrassCraft, and all other parties due notice in this case via Case Anywhere. The
17 Notice Administrator will also file any Objections received with the Court.
18 Objections must contain all information described in the Settlement Agreement, and
19 otherwise meet the requirements of that agreement. The envelope containing the
20 objection to the Settlement must be postmarked no later than sixty (60) days after
21 the first date the Mailed Notices, Published Notices, and Claim Forms are
22 disseminated pursuant to the Notice Plan. Only Settlement Class Members may
23 object to the Settlement.

24 14. Objecting Settlement Class Members must state in writing whether
25 they intend to appear at the Fairness Hearing(s) either with or without separate
26 counsel. No Settlement Class Member shall be heard at the Fairness Hearing
27 (whether individually or through separate counsel) or shall be allowed to object to
28 the Settlement, and no written objections or briefs submitted by any Settlement

1 Class Member shall be received or considered by the Court at the Fairness
2 Hearing, unless written notice of the Settlement Class Member's intention to
3 appear at the Fairness Hearing and copies of any written objections or briefs shall
4 have been served on the Notice Administrator at the addresses set forth in
5 Paragraph 13 no later than sixty (60) days after the first date the Mailed Notices,
6 Published Notices, and Claim Forms are disseminated pursuant to the Notice Plan.
7 In addition to its obligation to serve and file objections, the Notice Administrator
8 will also serve any notice of a Settlement Class Member's intention to appear at
9 the Fairness Hearing and associated briefing received on Class Counsel, Counsel
10 for Defendant BrassCraft, and all other parties due notice in this case via Case
11 Anywhere. The Notice Administrator will also file any such notices of a
12 Settlement Class Member's intention to appear at the Fairness Hearing and
13 associated briefing with the Court by filing such documents directly or arranging
14 for such documents to be filed by Class Counsel or Counsel for Defendant
15 BrassCraft. Settlement Class Members who fail to file and serve timely Objections
16 in the manner specified above shall be deemed to have waived any objections and
17 shall be foreclosed from making any objection (whether by appeal or otherwise) to
18 the Settlement.

19 15. Seven (7) days prior to the date set for the Fairness Hearing, Plaintiffs
20 and Defendant BrassCraft shall file their briefs in support of settlement approval
21 and Plaintiffs shall file their briefs in support of any requests for attorney fees,
22 costs reimbursement and class representative incentive awards. Plaintiffs and
23 Defendant BrassCraft shall concurrently file responses to Objections made by
24 Settlement Class Members.

25 16. On _____, the Court will hold the
26 Fairness Hearing. It shall be held in Department 308 of the Los Angeles County
27 Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, CA
28 90005. The Fairness Hearing may be continued or rescheduled by the Court with

1 notice to Class Counsel, Counsel for Defendant BrassCraft, and any objecting
2 Settlement Class Member who has filed a notice of intention to appear in
3 accordance with Paragraph 14 of this Order. At the Fairness Hearing, or as soon
4 thereafter as practicable, the Court will determine whether the proposed settlement
5 is fair, reasonable, and adequate and whether it should be approved by the Court.
6 At the Fairness Hearing, the Court will also consider the amount of attorney fees,
7 costs reimbursement and class representative incentive awards. If appropriate, the
8 Court will issue a Final Order and Judgment memorializing its decision, in the
9 form contemplated by the Settlement Agreement.

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

19 18. Class Counsel and Counsel for Defendant BrassCraft are authorized to
20 establish other means necessary to effectuate the terms of the Settlement
21 Agreement.

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____, 2015

26 _____
HON. JANE L. JOHNSON

EXHIBIT 5

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MILES HOuze, individually, on behalf of
himself and all others similarly situated, et al.

Plaintiffs,

v.

BRASSCRAFT MANUFACTURING
COMPANY, et al.

Defendants.

Case No. BC493276

**DECLARATION OF ALAN
VASQUEZ REGARDING
SETTLEMENT NOTICE PLAN**

1 I, Alan Vasquez, hereby declare and state as follows:

2 **INTRODUCTION**

3 1. I am the Director of Notice at Gilardi & Co. LLC ("Gilardi"), a Kurtzman Carson
4 Consultants ("KCC") company, which is located at 3301 Kerner Blvd., San Rafael, California.
5 Gilardi and KCC were retained to design and administer the Notice Program in this matter. I have
6 personal knowledge of the matters set forth in this declaration and, if called as a witness, can and
7 will testify competently thereto.

8 2. As Director of Notice, I manage Gilardi's in-house division specializing in notice plan
9 design and implementation. Gilardi was established in 1984 and is one of the largest full-service
10 class action notice and claims administrators in the United States. Gilardi has specialized in
11 designing, developing, and implementing legal notification plans for more than 30 years. As such,
12 Gilardi is familiar with, and guided by, constitutional due process provisions, rules of states and local
13 jurisdictions, and the relevant case law relating to legal notification. Media plans designed and
14 implemented by me include publication in both domestic and international newspapers and
15 magazines, internet-based banners, notices, websites, and notice by wire service, radio, television,
16 point-of-purchase displays, and direct mail. In my role as the Director of Notice, I oversee all of
17 Gilardi's activities as they relate to these services.

18 3. I have been involved in the development and implementation of media plans for class
19 action notification for more than eleven years and have spoken as faculty on CLE panels related to
20 trends in class action notice. In addition, for a number of years courts have accepted my expert
21 testimony regarding our firm's quantitative and qualitative evaluation of judicially-approved notice
22 plans. I have testified in person and was acknowledged as an expert in *Larson v. Sprint Nextel Corp.*,
23 Case No. 07-cv-5325 (D. N.J.). Media campaigns for which I have been directly responsible include
24 but are not limited to *O'Bannon v. National Collegiate Athletic Association*, Case No. 09-cv-3329
25 CW (N.D. Cal.), and *Keller v. National Collegiate Athletic Association*, Case No. 09-cv-1967 CW
26 (N.D. Cal.); *Automobile Antitrust Cases I and II*, Case Nos. JCCP 4298 and 4303 (San Francisco
27 Sup. Ct., CA); *Koepf, et al. v. Hanjin Shipping Co., et al.*, Case No. CGC-07-469379 (San Francisco
28

1 Sup. Ct., CA); *Tarantino, et al. v. Regal Stone, et al.*, Case No. CGC-07-469379 (San Francisco Sup.
2 Ct., CA); *White v. Cellco Partnership*, Case No. RG04-137699 (Alameda Sup. Ct., CA); *Pappas v.*
3 *Naked Juice*, Case No. 2:11-cv-8276-JAK-PLA (C.D. Cal.); *In re Mattel, Inc., Toy Lead Paint*
4 *Products Liability Litigation*, Case No. 07-ml-01897 (S.D. Cal.); *Pecover v. Electronic Arts Inc.*,
5 Case No. 08-cv-02820 (N.D. Cal.); *New Motor Vehicles Canadian Export Antitrust Litigation*, MDL
6 No. 03-1532 (D. Me.); and *SRAM Antitrust Litigation*, Case No. 07-MD-01819 (N.D. Cal.). A more
7 comprehensive list of notable matters for which I have been personally responsible for the notice
8 planning and implementation services is attached as Exhibit 1.

9 4. This declaration is based upon my personal knowledge, information provided by
10 counsel, and my independent research regarding the litigation and the proposed class, including
11 information obtained by Gilardi's staff and reliable industry resources.

12 CASE BACKGROUND

13 5. This matter alleges defects in certain potable water plumbing system components and
14 sub-components made of yellow brass (copper alloys with a zinc content of 15% or greater by
15 weight) and designed to be regularly in contact with water, including, but not limited to, those
16 specifically identified in the Long Form Notice that will be made available on the settlement website
17 www.BCyellowbrasssettlement.com. The products were manufactured, distributed, and/or sold by
18 BrassCraft on or before the Effective Date of the Settlement. Plaintiffs allege the Covered Products
19 are inadequate or of poor or insufficient quality or defective. They further allege such products were
20 distributed or sold by BrassCraft.

21 6. BrassCraft denies all of the material allegations made by Plaintiffs and denies any
22 wrongdoing or liability of any kind. Among other things, BrassCraft maintains and believes that the
23 Covered Products are of high quality and do not violate any standard or law. BrassCraft maintains
24 and believes it has, at all times, complied with all applicable federal and state laws.

25 7. Gilardi is informed the parties intend to seek certification of the following class:

26 All Persons that own or have owned a Residential Property Unit(s) and/or a
27 Commercial Property Unit(s) located in the United States that contains or has ever
28 contained a Covered Product manufactured on or before the Effective Date. A
Residential Property Unit means a residential single family dwelling, including any

1 single detached home or single attached home (such as a townhouse, co-op, or
2 condominium) in which at least one of the property's owners resides. A Commercial
3 Property Unit means either (1) any single family detached or attached home that is
4 leased, rented, or occupied by a tenant, renter, or guest, and that is not continuously
occupied by the owner(s); or (2) any single 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).

5 You are EXCLUDED from the Settlement Class and not covered by this settlement
6 if you: (a) validly and timely exclude yourself, using the procedure set forth below in
7 Sections 9 and 10; (b) are a retailer, wholesaler, or claims aggregator or a person or
8 entity who claims to be an assignee of rights associated with any Covered Product
(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 Jane L. Johnson or a member
of her family..

9
10 8. Gilardi is informed the proposed Settlement Class includes millions of members
11 nationwide.

12 NOTICE PLAN OVERVIEW

13 9. The objective of the proposed notice plan is to provide the best notice practicable,
14 consistent with the requirements set forth in all applicable state laws and court rules. The methods
15 and tools used in developing this notice plan have been employed in many other court-approved
16 notice plans.

17 10. Gilardi is informed that direct contact information is available for approximately
18 45,000 potential Class Members. To supplement the direct notice program and reach additional
19 unknown class members, Gilardi has developed a supplemental publication notice program
20 consisting of efficient media vehicles that will ensure a minimum of 70% of potential class members
21 receive notice of their rights in the litigation. Specifically, the publication notice program relies on
22 the following elements:

- 23 a. Direct USPS mail to approximately 45,000 known addresses of potential Class
24 Members;
- 25 b. One-time insertion in Parade magazine (National);
- 26 c. One-time insertion in People magazine (National);
- 27 d. Targeted banner advertising through a nationally-recognized digital media
28 vendor;

- e. Case-Dedicated Website; and
- f. A Party-Neutral Press Release.

11. It is my opinion the plan as outlined is consistent with other class action notice plans for similarly-situated cases that have been approved by various state and federal courts nationwide.

DIRECT NOTICE

12. When practicable and possible, direct notice is the preferred form of legal notification.¹ In this matter, Gilardi understands that notice will be mailed via USPS first class mail to every address for which the Defendant possess contact information. As mentioned, Gilardi is informed that contact information for approximately 45,000 potential Class Members will be available for direct notice.

13. Any notices mailed that are returned undeliverable (“RUM”) will be sorted and scanned. For RUM returned without a forwarding address, Gilardi uses Accurant (a division of Lexis-Nexis) to perform a basic “skip trace” search in order to retrieve the most accurate and updated information. Gilardi’s mailing database will be updated with the new addresses found and the notice will be re-mailed to the potential Class member.

NOTICE DESIGN AND CONTENT

14. Prior to mailing and publication, Gilardi will review the Notice packet materials, including claim forms and envelopes (if required), and determine whether they are consistent with the guidelines outlined on the Federal Judicial Center’s Class Action Notice website (www.fjc.gov). Gilardi understands the notice is not subject to the requirements outlined in Rule 23 or other federal guidelines, but nevertheless they provide guidance consistent with California’s positions regarding Notice for class action settlements. Specifically, Gilardi will ensure the Notice is in full compliance with plain language requirements and describes:

- a. The nature of the action

¹ The U.S. Supreme Court has ruled that the express language and intent of the “best notice practicable under the circumstances” requirement of Rule 23(c)(2) mandates that individual notice be provided to those class members who are identifiable through reasonable efforts. *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974).

- b. The definition of certified class
- c. The class claims, issues, and defenses
- d. The method by which one may exclude oneself
- e. The timing and manner for requesting exclusion
- f. The timing and manner for objection
- g. The binding effect of the class judgment on the class members
- h. The manner by which to contact class counsel
- i. The manner by which to obtain copies of relevant documents

15. Drafts of both the Long-form Notice and Summary Notice are attached for reference as Exhibit 2.

SUPPLEMENTAL NOTICE PROGRAM

16. **Print Publication.** Gilardi will cause the summary notice to be published in the national edition of both Parade Magazine and People Magazine.

- a. *Parade* Magazine is known as a “Sunday Supplement” and is published as an insert in Sunday newspapers across the country. The combined circulation of these newspapers is approximately 22 million nationwide. A complete list of newspapers in which Parade is inserted is attached as Exhibit 3.
- b. *People* Magazine is one of the highest circulated consumer magazines in the United States, with a circulation over 3.4 million and an overall audience of over 42 million. People reaches 18% of U.S. homeowners and features celebrity news, entertainment, biographies, and gossip.

17. **Internet Banners.** Gilardi will implement a nationwide comprehensive banner program that will offer many advantages to the potential class members, including flexibility to adjust the artwork, tracking capabilities that allow for optimization of the best performing vehicles/ads during the campaign, and cost efficiency.

1 18. To ensure the program's effective for reaching the defined Settlement Class, Gilardi
2 utilized data from GfK MediaMark Research & Intelligence, LLC ("MRI")² to define a Target
3 Audience ("TA") inclusive of the Class definition. The defined TA used for this research was, "U.S.
4 Adults who own a home ("Homeowners")." By defining a TA inclusive of the class definition, it
5 can be assumed that characteristics that apply to the TA would also apply to the Settlement Class.
6 Specifically, to ensure an effective online banner campaign, Gilardi will utilize:

- 7 a. 75 million Run of Network ("RON") banner impressions on the Xaxis network;
- 8 b. 10 million "Custom Channel" banner impressions served through Xaxis to reach
9 individuals in the following interest categories:
 - 10 i. Home & Garden;
 - 11 ii. General News;
 - 12 iii. Family;
 - 13 iv. Real Estate;
 - 14 v. Finance;
 - 15 vi. Automotive;
 - 16 vii. Technology; and
- 17 b. 30 million banner impressions targeted nationwide to Adults 18+ through the
18 Facebook advertising platform.

19 19. Xaxis will leverage their data management platform to target users based on behavior
20 and purchase data. As noted above, potential inventory would include popular consumer websites
21 in categories likely to be viewed by U.S. homeowners.

22 20. Samples of the concepts to be used on the banners are attached as Exhibit 4.

24 ² GfK MRI is a nationally-accredited research firm that provides consumer demographics, product and
25 brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the
26 usage of nearly 6,000 product and service brands across 550 categories, along with readership of hundreds of
27 magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow
28 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

1 21. **Case-Dedicated Website.** Gilardi will establish a case-dedicated website, which will
2 be a source of reliable and accurate information for class members and the general public. It will
3 provide users with the full-length notice as well as relevant court documents and important dates.
4 The case-dedicated website will also provide photographs of examples of BrassCraft products that
5 are covered by the settlement. The paid supplemental notice campaign will direct individuals to the
6 case website.

7 22. Analytics installed on the website and the data gathered will be used to analyze the
8 Notice Plan's performance and allow for optimization of the efforts during the campaign. Analytics
9 can provide information such as total visits, unique visits, time spent on website, time spent on
10 specific pages, which ads are directing the most traffic and which URLs are generating high traffic.

11 23. **Press Release.** Gilardi will release a party-neutral Press Release about the Settlement
12 through PR Newswire. A press release is still one of the most cost effective ways to supplement
13 notice efforts and provide an opportunity for media outlets to pick up the story and post it both to
14 print publications as well as websites. Once live, each press release is available to media outlets for
15 up to 30 days. PR Newswire is one of largest wire release distributors with the ability to reach more
16 than 200,000 media points and 10,000 Websites. The reporting options for PR Newswire offer
17 substantial data, including where the release appeared, online links to it, how many people read it,
18 where they are located, and how a release's coverage ranks against others. Gilardi will review the
19 reports, determine sites that have picked up the release, and visit those sites to evaluate the content
20 and whether it can be helpful for optimizing the performance of the campaign.

21 24. Gilardi believes that the notice campaign described in this declaration is similar to
22 plans accepted by federal courts in similarly-situated cases and fully comports with Rule 23 of the
23 Federal Rules of Civil Procedure as well as applicable California state statutes, rules, regulations and
24 applicable case law. Many courts have held that notice plans calculated to reach a minimum of 70%
25 of the Class Members are adequate and sufficient and thus comply with Rule 23. When implemented,
26 it is my opinion that this plan will exceed that benchmark.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
2 10th day of November 2015, at San Rafael, California.

3 
4 ALAN VASQUEZ

EXHIBIT – 1



EXHIBIT - 1

Notice Plans Designed and Implemented by Alan Vasquez

Automotive

Automobile Antitrust Cases I and II , No. JCCP 4298 and 4303 (San Francisco Sup. Ct., CA)

New Motor Vehicles Canadian Export Antitrust Litigation , No. MDL 03-1532 (Dist. Court of Maine) & New Motor Vehicles Canadian Export Antitrust Litigation, No. 2:03-MD-1532-DBH (Dist. Court of Maine)

Entertainment

Herbert et al. v. Endemol USA, Inc. et al. , Case No. 2:07-cv-03537-JHN-VBKx (C.D. Cal.)

Couch v. Telescope Inc., et al, Case No. 2:07-cv-03916-JHN-VBKx (C.D. Cal.)

McDonald v. RealNetworks, Inc. , No. 816666 (Orange County Sup. Ct., CA)

Pecover et al. v. Electronic Arts Inc. , No. 08-cv-02820 CW (N.D. Cal.)

In re NCAA Student-Athlete Name & Likeness Licensing Litigation, Case No. 4:09-cv-1967 CW (NC) (N.D. Cal.)

Environment

Koepf et al. v. Hanjin Shipping, Co. et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)

Loretz et al. v. Regal Stone Limited et al., No. 07-5800-SC (N.D. Cal.)

Tarantino et al. v. Regal Stone et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)

Government

McKesson Governmental Entities Average Wholesale Price Litigation, No. 1:08-cv-10843-PBS (D. Mass.)

Technology

SRAM Antitrust Litigation, No. 4:07-MD-01819-CW (N.D. Cal)

Telecommunications

White v. Cellco Partnership , No. RG04-137699 (Alameda County Sup. Ct., CA)

In re Universal Service Fund Telephone Billing Practices Litig., MDL No. 1468 (D. Kan.)

Consumer Products

Natalie Pappas v. Naked Juice Co. of Glendora, Inc. Case No. LA CV 11-08276-JAK (C.D. Cal)

Barbara Marciano v. Schell & Kampeter, Inc. et al No. 12-cv-02708-SJF-AKT (E.D. NY)

Mattel, Inc., Toy Lead Paint Products Liability Litigation, No. 2:07-ML-01897-DSF-AJW (S.D. Cal.)

Gallucci v. Boiron, Inc. et al., No. 11-cv-2039-JAH (NLSx)

Nigh v. Humphreys Pharmacal, Incorporated et al., Case No. 3:12-cv-02714-MMA-DHB

In re: Bayer Corp. Combination Aspirin Products Marketing and Sales Practices Litigation, No. 09-MD-2023

In Re: Aurora Dairy Corp. Organic Milk Marketing and Sales Practices Litigation, Civil Litigation No. 4:08-md-01907-ERW

Eliason v. Gentek Building Products, Inc., and Associated Materials, Inc. , No. 1:10-cv-02093 (N.D. Ohio)

Hart v. Louisiana-Pacific Corporation , No. 2:08-cv-00047 (E.D.N.C.)

Debt Collection Practices

Adams, et al., v. AllianceOne Receivables Management, Inc. (Case No. 08-CV-0248)

Pepper v. Midland Credit Management, Inc. and Encore Capital Group, Inc., No. 37-2011-00088752 (San Diego Sup. Ct. Ca)

EXHIBIT – 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES
Houze, et al. v. BrassCraft Manufacturing Company, et al., Case No. BC493276

Notice of Pendency and Proposed Settlement of Class Action

Relating to BrassCraft 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.
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 Jane L. Johnson 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.

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

2. What is this Litigation about?

Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo, 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.BCYellowBrassSettlement.com, or by clicking [HERE](#) if you are viewing this Notice online), which were manufactured, distributed, and/or sold by BrassCraft 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. They further allege such products were distributed or sold by BrassCraft.

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

Accordingly, neither this Notice nor the proposed settlement reflects an admission by BrassCraft 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 Residential Property Unit(s) and/or a Commercial Property Unit(s) located in the United States that contains or has ever contained a Covered Product. A Residential Property Unit means a residential 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. A Commercial Property Unit means either (1) 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 (2) any single 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 9 and 10; (b) are a retailer, wholesaler, or claims aggregator or a person or entity who claims to be an assignee of rights associated with any Covered Product (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 Jane L. Johnson or a member of her family.

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

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

Please visit the settlement website, www.BCYellowbrasssettlement.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, BrassCraft 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: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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.BCYellowbrasssettlement.com or call the toll free number (888) 633-9195. You may also write with question to BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, or send an e-mail to Info@BCYellowbrasssettlement.com.

6. What are the reasons for the settlement?

The Court did not decide in favor of the Plaintiffs or BrassCraft. 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 BrassCraft. 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 BrassCraft and related entities relating to the claims at issue in this Litigation. The Settlement Class Members who participate will not release their rights to pursue any claims against Defendant EZ-Flo International, Inc. and those claims will continue in the 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

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the settlement website, www.BCYellowbrasssettlement.com or by written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007. 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 on a 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’s brass alloy, occurring within ten (10) years after each such product’s Date of Manufacture, or within fifteen (15) years after the Date of Manufacture if the Claimant has validly elected the additional five (5) year extension of Settlement Benefits for Leaks only.

(C) **“Occlusion”** means a reduction in water flow capacity due to zinc oxide build-up as a result of corrosion 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 corrosion of a 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 Covered Product corrosion product build-up as a result of corrosion 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 BrassCraft; (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 BrassCraft’s maintenance instructions.

A. SETTLEMENT BENEFITS FOR EXTERIOR MERINGUE DEPOSITS

Residential Property Unit Owners – BrassCraft has agreed to provide owners of Residential Property Units with their choice of the following two mutually exclusive benefits for each qualifying Covered Product: (a) a replacement part for no more than fifteen (15) Covered Products per Residential Property Unit; or (b) five (5) years of extended Settlement Benefit coverage for Leaks only, in addition to the ten (10) year Settlement Benefit coverage, for a total of fifteen (15) years of Settlement Benefit coverage from the Date of Manufacture

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(with no limit on the number of Covered Products with Exterior Meringue Deposits in each Residential Property Unit that may be covered).

Commercial Property Unit Owners – BrassCraft has agreed to provide owners of Commercial Property Units the following benefits for each qualifying Covered Product: five (5) years of extended Settlement Benefit coverage for Leaks only, in addition to the ten (10) year Settlement Benefit coverage, for a total of fifteen (15) years of Settlement Benefit coverage from the Date of Manufacture (with no limit on the number of Covered Products with Exterior Meringue Deposits in each Commercial Property Unit that may be covered).

B. SETTLEMENT BENEFITS FOR LEAKS

For each qualifying Covered Product with a Leak, BrassCraft has agreed to provide Claimants with the following benefits: (a) cash reimbursement for the Replacement Part; 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.

Property Damage – For each qualifying Covered Product with a Leak, BrassCraft 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 property damage costs incurred, limited to a maximum of \$5,000 per Residential Property Unit or Commercial Property Unit. 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, BrassCraft has agreed to provide a Replacement Part to owners of Residential Property Units and Commercial 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, BrassCraft has agreed to provide a Replacement Part to owners of Residential Property Units and Commercial 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.BCYellowBrassSettlement.com. You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, 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 BrassCraft, 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:

**QUESTIONS? CALL (888) 633-9195 OR VISIT
WWW.BCYELLOWBRASSSETTLEMENT.COM**

BrassCraft Claims Administrator
P.O. Box 40007
College Station, TX 77842-4007

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 BrassCraft at your new address, you should notify the Claims Administrator of your new address by either (i) visiting www.BCYellowbrasssettlement.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.BCYellowbrasssettlement.com; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator's toll-free telephone number, (888) 633-9195; or (3) by requesting a Claim Form be mailed to you by writing to the BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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, 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 Claims Form and supporting documentation within ninety (90) days of the Effective Date or within ninety (90) days of the date of a leak in the Covered Product, whichever date is later.

Property damage claims covered by this Settlement Agreement must be submitted within two (2) years of the date the property damage occurred.

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

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will notify you in writing of your failure to do so. The missing information, documents, or photographs must be received by the Claims Administrator (or postmarked) within 30 days from the postmarked date of that written notice of your failure to provide all necessary information, documents, or photographs. Failure to comply will result in a denial of your claim.

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. BrassCraft 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 BrassCraft 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, due to corrosion, potential corrosion, or otherwise, 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

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Products on any claims that the Covered Products are inadequate or of poor or insufficient quality or defective, due to corrosion, potential corrosion, or otherwise 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.BCyellowbrasssettlement.com. You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007, 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 firms 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. BrassCraft 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, \$4,950,000.

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 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 BrassCraft 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 BrassCraft. Persons who exclude themselves from the Settlement Class will

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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 BrassCraft 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 17 and 18), 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 Notice Administrator that includes (a) your name, current address, and telephone number; (b) an identification of the address of the building or structure 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) an identification of 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: BrassCraft Notice Administrator, P.O. Box 40007, College Station, TX 77842-4007.

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,

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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 BrassCraft 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 a complete statement of all legal and factual bases for any Objection that you wish to assert; and (g) provide copies of any documents that you wish to submit relating to your position. In addition, you must state in writing whether you intend to appear at the Fairness Hearing either with or without separate counsel, as no Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) or to object to the settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Fairness Hearing, unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing and copies of any written objections or briefs have been mailed to the Claims Administrator.

You must send your objection postmarked no later than sixty (60) days after the date of the mailing of Notice, to BrassCraft Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007. 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 <TIME> on <DATE>, 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, you must 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 must include copies of any papers, exhibits, or other evidence that you or your counsel will present at the hearing. Any Settlement Class Member who does

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not file and serve a notice of intention to appear in accordance with these instructions will be barred from speaking at any hearing concerning this proposed settlement.

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.BCYellowbrasssettlement.com.

By order of <DATE>, Judge Jane L. Johnson of the Superior Court of the State of California, County of Los Angeles, assigned.

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LEGAL NOTICE

Current or former owners of homes or buildings containing BrassCraft potable water plumbing components made with yellow brass, could get benefits from a class action settlement.

Para una notificación en Español, llamar o visitar nuestro website.

A settlement has been reached with BrassCraft Manufacturing Company (“BrassCraft”) about certain potable water plumbing components, including stop valves, connectors and fittings, made with yellow brass manufactured and/or sold by BrassCraft (“Covered Products”). The settlement provides certain 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 hearing to decide whether to give final approval to the settlement, so that the benefits can be issued. Those included 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 Settlement Agreement, which are both available at www.BCyellowbrasssettlement.com.

WHAT IS THIS ABOUT?

The lawsuit makes various claims, including that the Covered Products can corrode or leak and cause property damage. BrassCraft denies all of the claims and allegations in the lawsuit and maintains that the Covered Products are not defective. The Court has made no determination about the strengths or weaknesses of any of the claims or any of BrassCraft’s defenses. 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 Covered Products during a certain time period. Visit the website to read descriptions and see photos of the Covered Products.

WHAT DOES THE SETTLEMENT PROVIDE?

For those who file valid claims, BrassCraft will provide the following Settlement Benefits: (1) for Covered Products that are confirmed to have exterior “meringue” (white or green zinc oxide) deposits as a result of corrosion to the Covered Product: a choice of either (a) up to 15 replacement products, or (b) five year extended settlement benefit coverage for potential leaks; (2) for Covered Products with occlusions (reduction in water flow capacity)

or inoperable valves as a result of corrosion to the Covered Product, up to three replacement products. BrassCraft also will provide reimbursement for reasonable replacement costs and related labor charges for Covered Products with leaks, and for property damage caused by corrosion of a Covered Product up to \$5,000. Commercial properties with confirmed exterior meringue deposits as a result of corrosion to a Covered Product may receive five year extended settlement benefit coverage for leaks only.

HOW DO YOU ASK FOR BENEFITS?

To obtain any benefits from the settlement you must fill out and submit a Claim Form. Claim Forms are available at the website or by calling (888) 633-9195. The earliest deadline for submitting a claim is **[INSERT DATE]**. The detailed Notice and Settlement Agreement, available at www.BCyellowbrasssettlement.com, describe more fully the benefits available under the proposed settlement and how to file a claim.

YOUR OTHER OPTIONS.

If you do not want to be legally bound by the settlement, you must exclude yourself from the Class by **[INSERT DATE]**, or you will not be able to sue BrassCraft 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 it by **[INSERT DATE]**. The detailed notice explains how to exclude yourself or object.

The Court will hold a hearing in the case, known as *Houze, et al. v. BrassCraft Manufacturing Company, et al.*, Case No. BC493276, on **[INSERT DATE]**, at __ am, to consider whether to approve the settlement, and a request by Class Counsel for attorneys’ fees, costs, and expenses of no more than \$4.95 million and incentive awards for the Class Representatives of \$5,000 for each property unit they own. Payment of attorneys’ fees 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, call or go to the website shown below.

www.BCyellowbrasssettlement.com

(888) 633-9195

EXHIBIT – 3

Parade Circulation

Newspapers by State

Effective September 6, 2015

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
Alabama	299,982	16%				299,982
			The Anniston Star	Anniston	AL	16,892
			The Athens News Courier	Athens	AL	5,935
			The Birmingham News	Birmingham	AL	103,741
			The Cullman Times	Cullman	AL	7,798
			The Gadsden Times	Gadsden	AL	13,750
			The Huntsville Times	Huntsville	AL	43,618
			Press-Register	Mobile	AL	73,232
			The Daily Home	Talladega	AL	6,867
			The Tuscaloosa News	Tuscaloosa	AL	28,149
Arizona	303,264	12%				303,264
			Verde Independent & The Bugle	Cottonwood	AZ	3,085
			Arizona Daily Sun	Flagstaff	AZ	8,489
			The Kingman Daily Miner	Kingman	AZ	6,779
			Today's News-Herald	Lake Havasu	AZ	12,394
			East Valley Tribune	Mesa/Scottsdale	AZ	139,513
			The Daily Courier	Prescott	AZ	13,665
			News-Sun	Sun City	AZ	5,288
			The Arizona Daily Star	Tucson	AZ	100,443
			The Sun	Yuma	AZ	13,608
Arkansas	225,845	19%				225,845
			Daily Siftings Herald	Arkadelphia	AR	1,506
			Blytheville Courier News	Blytheville	AR	2,100
			Camden News	Camden	AR	2,371
			Log Cabin Democrat	Conway	AR	6,530
			Sunday News	El Dorado	AR	5,326
			The Daily World	Helena	AR	1,783
			Hope Star	Hope	AR	1,279
			Northwest Arkansas Democrat Gazette	Little Rock/Fayetteville	AR	201,409
			Magnolia Banner-News	Magnolia	AR	2,209
			Stuttgart Daily Leader	Stuttgart	AR	1,332
California	2,453,734	19%				2,453,734
			The Bakersfield Californian	Bakersfield	CA	37,920
			Daily Republic	Fairfield	CA	16,456
			Fremont Argus	Fremont	CA	12,571
			The Fresno Bee	Fresno	CA	104,622
			The Sentinel	Hanford	CA	6,436
			Daily Review	Hayward	CA	14,756
			Lompoc Record	Lompoc	CA	2,670
			Los Angeles Times	Los Angeles	CA	721,578
			Appeal-Democrat	Marysville	CA	11,307
			Merced Sun-Star	Merced	CA	13,261
			The Modesto Bee	Modesto	CA	57,046
			Register	Napa	CA	10,531
			Oakland Tribune	Oakland	CA	18,180
			Antelope Valley Press	Palmdale	CA	16,593
			Recorder	Porterville	CA	5,375
			Record Searchlight	Redding	CA	19,385
			Daily Independent	Ridgecrest	CA	4,472
			The Press Enterprise	Riverside	CA	131,531
			The Sacramento Bee	Sacramento	CA	217,369
			The San Diego Union-Tribune	San Diego	CA	244,584
			San Jose Mercury News	San Jose	CA	149,018
			The Tribune	San Luis Obispo	CA	18,162
			San Mateo County Times	San Mateo	CA	12,809
			Marin Independent Journal	San Rafael	CA	21,034
			The Orange County Register	Santa Ana	CA	269,255
			Santa Barbara News-Press	Santa Barbara	CA	21,245
			Santa Maria Times	Santa Maria	CA	9,139
			The Press Democrat	Santa Rosa	CA	51,317

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			The Union Democrat	Sonora	CA	9,998
			The Record	Stockton	CA	29,336
			Ventura County Star	Ventura	CA	54,345
			Daily Press	Victorville	CA	20,044
			Contra Costa Times	Walnut Creek	CA	117,164
			Siskiyou Daily News	Yreka	CA	4,225
Colorado	478,634	23%				478,634
			Sunday Camera	Boulder	CO	19,889
			Canon City Daily Record	Canon City	CO	3,172
			The Gazette	Colorado Springs	CO	60,175
			The Denver Post	Denver	CO	301,125
			The Daily Sentinel	Grand Junction	CO	23,637
			Times-Call	Longmont	CO	11,694
			Reporter-Herald	Loveland	CO	16,137
			Montrose Daily Press	Montrose	CO	4,969
			The Pueblo Chieftain	Pueblo	CO	35,674
			The Chronicle-News	Trinidad	CO	2,162
Connecticut	279,663	20%				279,663
			Connecticut Post	Bridgeport	CT	43,632
			The News-Times	Danbury	CT	18,122
			Time	Greenwich	CT	5,989
			Journal Inquirer	Manchester	CT	30,482
			Record-Journal	Meriden	CT	14,781
			The Middletown Press	Middletown	CT	2,363
			Herald Press	New Britain	CT	8,163
			New Haven Register	New Haven	CT	60,448
			The Day	New London	CT	23,343
			Bulletin	Norwich	CT	14,950
			The Advocate	Stamford	CT	11,134
			The Register Citizen	Torrington	CT	2,935
			Republican	Waterbury	CT	43,321
Delaware	14,369	4%				14,369
			State News Sunday	Dover	DE	14,369
Florida	1,781,974	23%				1,781,974
			Bradenton Herald	Bradenton	FL	37,420
			Citrus County Chronicle	Crystal River	FL	23,782
			News-Journal	Daytona Beach	FL	76,953
			Northwest Florida Daily News	Ft Walton Beach	FL	25,139
			The Gainesville Sun	Gainesville	FL	34,520
			Florida Times-Union	Jacksonville	FL	98,014
			The Ledger	Lakeland	FL	54,022
			Daily Commercial	Leesburg	FL	14,374
			Live Oak Suwannee Democrat	Live Oak	FL	3,882
			The Miami Herald	Miami	FL	160,734
			Daily News	Naples/Bonita	FL	61,253
			Star-Banner	Ocala	FL	34,646
			Orlando Sentinel	Orlando	FL	230,034
			The News Herald	Panama City	FL	21,564
			Washington County News	Panama City/Weeklies	FL	24,947
			Herald-Tribune	Sarasota	FL	89,061
			St. Augustine Record	St Augustine	FL	16,160
			Tampa Bay Times	St Petersburg	FL	350,003
			Treasure Coast News	Stuart	FL	76,757
			The Tampa Tribune	Tampa	FL	186,366
			Daily Sun	The Villages	FL	52,381
			The Palm Beach Post	West Palm Beach	FL	109,962
Georgia	519,848	14%				519,848
			Americus Times-Recorder	Americus	GA	2,944
			Athens Banner-Herald	Athens	GA	13,897
			The Atlanta Journal-Constitution	Atlanta	GA	295,285
			The Augusta Chronicle	Augusta	GA	46,274
			Columbus Ledger-Enquirer	Columbus	GA	30,725
			Cordele Dispatch	Cordele	GA	3,410
			Daily Citizen	Dalton	GA	11,000
			The Telegraph	Macon	GA	41,086

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			The Milledgeville Union-Recorder	Milledgeville	GA	6,505
			The Moultrie Observer	Moultrie	GA	4,225
			Savannah Morning News	Savannah	GA	40,305
			Thomasville Times-Enterprise	Thomasville	GA	6,414
			The Tifton Gazette	Tifton	GA	4,555
			The Valdosta Daily Times	Valdosta	GA	13,223
Idaho	149,186	25%				149,186
			Idaho Statesman	Boise	ID	52,623
			Post Register	Idaho Falls	ID	19,751
			Lewiston Morning Tribune	Lewiston/Clarkson	ID	21,537
			Idaho Press-Tribune	Nampa/Caldwell	ID	21,901
			Idaho State Journal	Pocatello	ID	14,495
			Standard Journal	Rexburg	ID	3,569
			The Times-News	Twin Falls	ID	15,310
Illinois	1,098,232	22%				1,098,232
			The Telegraph	Alton	IL	14,479
			Belleville News-Democrat	Belleville	IL	41,218
			The Pantagraph	Bloomington	IL	31,420
			The Daily Ledger	Canton	IL	3,272
			The Southern Illinoisan	Carbondale	IL	25,212
			Carmi Times	Carmi	IL	2,404
			The News-Gazette	Champaign/Urbana	IL	42,317
			Chicago Tribune	Chicago	IL	617,332
			Commercial News	Danville	IL	11,100
			Herald & Review	Decatur	IL	33,426
			Edwardsville Intelligencer	Edwardsville	IL	4,132
			Effingham Daily News	Effingham	IL	9,564
			Daily Journal	Eldorado	IL	500
			The Journal Standard	Freeport	IL	7,101
			The Register-Mail	Galesburg	IL	9,772
			Daily Register	Harrisburg	IL	2,125
			Jacksonville Journal-Courier	Jacksonville	IL	8,858
			Daily Journal	Kankakee	IL	24,368
			Star Courier	Kewanee	IL	3,438
			The Macomb Journal	Macomb	IL	2,898
			Dispatch/Rock Island Argus	Moline	IL	31,894
			Daily Review Atlas	Monmouth	IL	1,419
			Mt. Vernon Register-News	Mount Vernon	IL	5,594
			Daily Mail	Olney	IL	2,653
			Pekin Daily Times	Pekin	IL	5,492
			Journal Star	Peoria	IL	55,016
			Daily Leader	Pontiac	IL	2,500
			Quincy Herald-Whig	Quincy	IL	18,291
			Register Star & Yes	Rockford	IL	41,549
			The State Journal-Register	Springfield	IL	38,888
Indiana	420,189	17%				420,189
			The Herald Bulletin	Anderson	IN	16,819
			The Batesville Herald Tribune	Batesville	IN	2,274
			The Herald Times	Bloomington/Bedford	IN	28,399
			The Republic	Columbus	IN	15,671
			Evansville Courier & Press	Evansville	IN	53,354
			The Journal Gazette	Fort Wayne	IN	70,286
			Daily Journal	Franklin	IN	12,163
			The Goshen News	Goshen	IN	8,440
			Daily Reporter	Greenfield	IN	7,083
			Greensburg News	Greensburg	IN	3,592
			Kokomo Tribune	Kokomo	IN	17,311
			The Lebanon Reporter	Lebanon	IN	4,217
			Pharos-Tribune	Logansport	IN	8,220
			Reporter-Times	Mooresville/Decatur	IN	2,522
			Times Of Northwest Indiana	Munster/Lake Co/Valp	IN	73,625
			The Evening News & The Tribune	New Albany	IN	9,305
			Rushville Republican	Rushville	IN	2,338
			The Tribune	Seymour	IN	5,308
			South Bend Tribune	South Bend	IN	61,447
			Tribune-Star	Terre Haute	IN	17,815

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
Iowa	222,704	18%				222,704
			The Tribune	Ames	IA	9,497
			The Gazette	Cedar Rapids	IA	47,391
			Clinton Herald	Clinton	IA	7,074
			Quad-City Times	Davenport	IA	43,364
			The Messenger	Fort Dodge	IA	13,714
			Knoxville Journal Express	Knoxville	IA	1,802
			Times-Republican	Marshalltown	IA	6,983
			Globe-Gazette	Mason City	IA	13,838
			Muscatine Journal	Muscatine	IA	4,218
			Oskaloosa Herald	Oskaloosa	IA	2,220
			The Ottumwa Courier	Ottumwa	IA	8,643
			Sioux City Journal	Sioux City	IA	27,551
			The Courier	Waterloo	IA	36,409
Kansas	203,115	18%				203,115
			Dodge City Globe	Dodge City	KS	3,137
			El Dorado Times	El Dorado	KS	3,275
			The Garden City Telegram	Garden City	KS	5,200
			The Hays Daily News	Hays	KS	7,457
			Hutchinson News	Hutchinson	KS	22,290
			Journal World	Lawrence	KS	14,010
			The Manhattan Mercury	Manhattan	KS	7,760
			McPherson Sentinel	McPherson	KS	2,505
			Kansan	Newton	KS	4,200
			The Ottawa Herald	Ottawa	KS	4,072
			Morning Sun	Pittsburg	KS	5,094
			The Pratt Tribune	Pratt	KS	1,550
			Salina Journal	Salina	KS	21,192
			Topeka Capital-Journal	Topeka	KS	28,186
			Wellington News	Wellington	KS	1,600
			The Wichita Eagle	Wichita	KS	71,587
Kentucky	201,573	12%				201,573
			The Independent	Ashland	KY	11,892
			Kentucky Standard	Bardstown	KY	8,425
			Daily News	Bowling Green	KY	19,599
			Corbin Times-Tribune	Corbin	KY	4,682
			The Kentucky Advocate	Danville	KY	7,174
			The News Enterprise	Elizabethtown	KY	14,640
			The Glasgow Daily Times	Glasgow	KY	6,182
			The Gleaner	Henderson	KY	7,535
			Kentucky New Era	Lexington	KY	6,944
			Herald-Leader	Lexington	KY	85,310
			The London Sentinel-Echo	London	KY	7,800
			The Ledger Independent	Maysville	KY	5,337
			Richmond Register	Richmond	KY	5,873
			Commonwealth Journal	Somerset	KY	7,261
			The Winchester Sun	Winchester	KY	2,919
Louisiana	263,082	15%				263,082
			Bastrop Daily Enterprise	Bastrop	LA	2,294
			The Advocate	Baton Rouge	LA	108,662
			Beauregard Daily News	Deridder	LA	1,797
			The Courier	Houma	LA	13,839
			American Press	Lake Charles	LA	27,421
			The Leesville Daily Leader	Leesville	LA	1,407
			The Times-Picayune	New Orleans	LA	106,452
			Southwest Daily News	Sulphur	LA	1,210
Maine	94,568	17%				94,568
			Kennebec Journal	Augusta	ME	8,347
			Sun Journal	Lewiston	ME	21,332
			Maine Sunday Telegram	Portland	ME	54,674
			Morning Sentinel	Waterville	ME	10,215
Maryland	390,854	18%				390,854
			Annapolis Gazette	Annapolis	MD	5,000
			The Capital	Annapolis	MD	30,566
			The Sun	Baltimore	MD	244,182

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Cumberland Times-News	Cumberland	MD	20,561
			Star-Democrat	Easton	MD	15,764
			News-Post	Frederick	MD	26,829
			The Herald-Mail Newspapers	Hagerstown	MD	26,742
			Carroll County Times	Westminster	MD	21,210
Massachusetts	614,996	24%				614,996
			Boston Sunday Globe	Boston	MA	278,880
			The Enterprise	Brockton	MA	20,823
			Herald News	Fall River	MA	12,691
			Metrowest Daily News	Framingham	MA	16,541
			Gloucester Daily Times	Gloucester	MA	5,847
			Sunday Cape Cod Times	Hyannis/Cape Cod	MA	31,782
			Milford Daily News	Milford	MA	5,237
			Sunday Standard-Times	New Bedford	MA	18,715
			The Daily News Of Newburyport	Newburyport	MA	7,737
			Eagle tribune	North Andover	MA	26,730
			Patriot Ledger	Quincy	MA	33,626
			Salem News	Salem	MA	15,095
			Republican	Springfield	MA	79,173
			Taunton Daily Gazette	Taunton	MA	5,483
			Sunday Telegram	Worcester	MA	56,636
Michigan	598,856	15%				598,856
			The Daily Telegram	Adrian	MI	11,407
			Ann Arbor.Com	Ann Arbor	MI	25,671
			Huron Daily Tribune	Bad Axe	MI	4,490
			The Bay City Times	Bay City	MI	23,781
			Tribune	Cheboygan	MI	4,239
			Reporter	Coldwater	MI	3,839
			Press & Guide	Dearborn	MI	13,390
			The Flint Journal	Flint	MI	47,243
			Gaylord Herald-Times	Gaylord	MI	4,083
			The Grand Rapids Press	Grand Rapids	MI	104,674
			Daily News	Hillsdale	MI	4,125
			Sentinel	Holland	MI	15,166
			Sentinel-Standard	Ionia	MI	1,662
			Citizen Patriot	Jackson	MI	19,818
			Kalamazoo Gazette	Kalamazoo	MI	37,601
			The County Press	Lapeer	MI	9,251
			The Mining Journal	Marquette	MI	11,596
			The Midland Daily News	Midland	MI	11,506
			The Monroe News	Monroe	MI	16,049
			The Macomb Daily	Mount Clemens	MI	38,889
			Morning Sun	Mount Pleasant	MI	8,458
			The Muskegon Chronicle	Muskegon	MI	24,970
			Petoskey News-Review	Petoskey	MI	7,791
			The Oakland Press	Pontiac	MI	37,287
			The Daily Tribune	Royal Oak	MI	4,534
			The Saginaw News	Saginaw	MI	26,103
			The Evening News	Sault Ste. Marie	MI	5,012
			The News-Herald	Southgate	MI	51,217
			Journal	Sturgis	MI	4,781
			Record-Eagle	Traverse City	MI	20,223
Minnesota	785,354	37%				785,354
			The Bemidji Pioneer	Bemidji	MN	6,534
			Brainerd Dispatch	Brainerd	MN	12,339
			Crookston Daily Times	Crookston	MN	1,149
			Duluth News-Tribune	Duluth	MN	33,776
			The Free Press	Mankato	MN	16,874
			Star Tribune	Minneapolis	MN	436,349
			The Journal	New Ulm	MN	6,385
			Red Wing Republican Eagle	Red Wing	MN	5,245
			Pioneer Press	St Paul	MN	241,172
			West Central Tribune	Willmar	MN	11,208
			Winona Daily News	Winona	MN	8,236
			Daily Globe	Worthington	MN	6,087
Mississippi	110,489	10%				110,489

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Sun Herald	Biloxi/Gulfport	MS	28,268
			The Clarksdale Press Register	Clarksdale	MS	1,800
			The Commercial Dispatch	Columbus	MS	11,878
			Delta Democrat Times	Greenville	MS	6,116
			The Greenwood Commonwealth	Greenwood	MS	5,394
			Chronicle	Laurel	MS	7,579
			Enterprise-Journal	Mc Comb	MS	8,798
			The Meridian Star	Meridian	MS	9,750
			Northeast Mississippi Daily Journal	Tupelo	MS	30,906
Missouri	576,330	24%				576,330
			Boonville Daily News	Boonville	MO	1,268
			Lake Sun Leader	Camdenton	MO	5,105
			Southeast Missourian	Cape Girardeau	MO	12,092
			The Carthage Press	Carthage	MO	1,589
			Constitution-Tribune	Chillicothe	MO	2,770
			Missourian	Columbia	MO	4,100
			The Daily Statesman	Dexter	MO	2,003
			The Fulton Sun	Fulton	MO	3,520
			Courier-Post	Hannibal	MO	4,304
			News Tribune	Jefferson City	MO	16,702
			The Joplin Globe	Joplin	MO	21,797
			The Kansas City Star	Kansas City	MO	231,158
			Kirksville Daily Express	Kirksville	MO	3,174
			The Mexico Ledger	Mexico	MO	3,659
			Monitor Index/Democrat	Moberly	MO	3,213
			Neosho Daily News	Neosho	MO	2,039
			Weekend Herald-Tribune	Nevada	MO	4,200
			Daily Journal	Park Hills	MO	4,782
			Daily American Republic	Poplar Bluff	MO	8,424
			Rolla Daily News	Rolla	MO	3,243
			Democrat	Sedalia	MO	5,340
			Standard Democrat	Sikeston	MO	4,557
			St. Joseph News-Press	St Joseph	MO	25,064
			St. Louis Post-Dispatch	St Louis	MO	201,413
			Daily Guide	Waynesville	MO	814
Montana	105,978	25%				105,978
			Billings Gazette	Billings	MT	33,043
			Bozeman Daily Chronicle	Bozeman	MT	14,693
			Montana Standard	Butte	MT	9,284
			Helena Independent Record	Helena	MT	10,448
			Daily Inter Lake	Kalispell	MT	15,353
			Missoulian	Missoula	MT	23,157
Nebraska	233,789	31%				233,789
			Sun	Beatrice	NE	4,111
			Telegram	Columbus	NE	7,017
			The Grand Island Independent	Grand Island	NE	17,066
			Journal Star	Lincoln	NE	53,011
			Norfolk Daily News	Norfolk	NE	12,901
			Sunday World-Herald	Omaha	NE	136,592
			York News Times	York	NE	3,091
Nevada	145,708	14%				145,708
			Elko Daily Free Press	Elko	NV	4,157
			Las Vegas Review-Journal	Las Vegas	NV	141,551
New Hampshire	68,488	13%				68,488
			Sentinel	Keene	NH	9,006
			New Hampshire News	Manchester	NH	45,707
			Seacoast Sunday	Portsmouth	NH	13,775

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
New Jersey	518,726	16%				518,726
			The Record & Herald News	Bergen	NJ	152,255
			Suburban Trends	Hackensack	NJ	6,235
			The Jersey Journal	Jersey City	NJ	15,197
			The Star-Ledger	Newark	NJ	232,420
			New Jersey Herald	Newton	NJ	15,594
			Trentonian	Trenton	NJ	14,488
			The Times	Trenton	NJ	30,703
			Burlington County Times	Willingboro	NJ	24,480
			South Jersey Sunday	Woodbury	NJ	27,354
New Mexico	144,120	18%				144,120
			Journal	Albuquerque	NM	99,220
			Clovis News Journal	Clovis	NM	5,711
			News-Sun	Hobbs	NM	6,508
			Los Alamos Monitor	Los Alamos	NM	2,963
			Portales News-Tribune	Portales	NM	1,720
			Daily Record	Roswell	NM	10,013
			The Santa Fe New Mexican	Santa Fe	NM	17,985
New York	1,012,179	14%				1,012,179
			Times Union	Albany	NY	102,382
			The Citizen	Auburn	NY	8,382
			The Daily News	Batavia	NY	9,512
			The Buffalo News	Buffalo	NY	189,511
			Messenger Post	Canandaigua	NY	7,773
			Daily Mail	Catskill	NY	2,266
			The Sunday Leader	Corning	NY	7,898
			Finger Lakes Times	Geneva	NY	12,517
			Post-Star	Glens Falls	NY	23,718
			The Leader-Herald	Gloversville	NY	8,725
			Herkimer Telegram	Herkimer	NY	2,818
			The Spectator	Hornell	NY	7,323
			Register-Star	Hudson	NY	3,899
			Freeman	Kingston	NY	13,840
			Lockport Journal	Lockport	NY	5,626
			The Malone Telegram	Malone	NY	4,110
			Times Herald-Record Sunday	Middletown	NY	51,876
			New York Daily News	New York	NY	291,266
			Niagra Gazette Sunday	Niagra Falls	NY	9,673
			Advance-News	Ogdensburg	NY	5,550
			The Oneida Daily Dispatch	Oneida	NY	4,842
			The Daily Star	Oneonta	NY	10,301
			Press-Republican	Plattsburgh	NY	14,428
			Saratogian	Saratoga Springs	NY	5,334
			Staten Island Advance	Staten Island	NY	35,464
			The Post-Standard	Syracuse	NY	106,536
			Record	Troy	NY	6,256
			Observer-Dispatch	Utica	NY	38,123
			Daily Times	Watertown	NY	19,997
			Wellsville Daily Reporter	Wellsville	NY	2,233
North Carolina	727,813	19%				727,813
			Albemarle Stanley News & Press	Albemarle	NC	7,378
			Times-News	Burlington	NC	18,472
			The Chapel Hill News	Chapel Hill	NC	17,033
			The Charlotte Observer	Charlotte	NC	157,598
			The Durham News	Durham	NC	58,673
			The Fayetteville Observer	Fayetteville	NC	46,575
			Gaston Gazette	Gastonia	NC	19,414
			Goldsboro News-Argus	Goldsboro	NC	15,000
			The News & Record	Greensboro	NC	65,154
			The Daily Reflector	Greenville	NC	16,472
			Times-News	Hendersonville	NC	11,080
			News	Jacksonville	NC	13,562
			Free Press	Kinston	NC	7,822
			Sun-Journal	New Bern	NC	12,110
			The News & Observer	Raleigh	NC	144,645
			The Star	Shelby	NC	7,957
			The Pilot	Southern Pines	NC	13,319

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
North Dakota	115,401	38%	Star-News	Wilmington	NC	38,099
			Winston-Salem Journal	Winston-Salem	NC	57,450
						115,401
			Tribune	Bismarck	ND	23,821
			Devils Lake Daily Journal	Devils Lake	ND	2,761
			The Dickinson Press	Dickinson	ND	6,313
			The Forum	Fargo	ND	41,903
			Grand Forks Herald	Grand Forks	ND	22,582
Ohio	903,849	20%	The Jamestown Sun	Jamestown	ND	4,568
			Minot Daily News	Minot	ND	13,453
						903,849
			Akron Beacon Journal	Akron	OH	92,493
			Ashland Times-Gazette	Ashland	OH	9,799
			Ashtabula Star Beacon	Ashtabula	OH	11,612
			The Sunday Jeffersonian	Cambridge	OH	9,631
			The Repository	Canton	OH	52,818
			The Plain Dealer	Cleveland	OH	255,877
			Dayton Daily News	Dayton	OH	113,573
			The Crescent-News	Defiance	OH	14,601
			Sunday Review	East Liverpool	OH	5,653
			The Chronicle-Telegram	Elyria	OH	19,508
			The Courier	Findlay	OH	15,997
			Review-Times	Fostoria	OH	2,411
			Journal News	Hamilton	OH	26,544
			The Lima News	Lima	OH	25,589
			Morning Journal	Lorain	OH	17,200
			The Times Reporter	New Philadelphia	OH	14,826
			Salem News	Salem	OH	3,863
			Springfield News-Sun	Springfield	OH	20,964
			The Blade	Toledo	OH	94,376
			Lake County News-Herald	Willoughby	OH	29,879
			The Daily Record	Wooster	OH	19,221
			The Vindicator	Youngstown	OH	47,414
Oklahoma	313,195	21%				313,195
			Daily Ardmoreite	Ardmore	OK	8,231
			Claremore Daily Progress	Claremore	OK	4,882
			News and Eagle	Enid	OK	11,419
			McAlester News-Capitol	McAlester	OK	5,313
			Miami News-Record	Miami	OK	4,491
			Muskogee Phoenix	Muskogee	OK	9,810
			Norman Transcript	Norman	OK	9,207
			The Oklahoman	Oklahoma City	OK	151,644
			The Pryor Daily Times	Pryor	OK	3,288
			Stillwater Press	Stillwater	OK	5,876
			Tahlequah Daily Press	Tahlequah	OK	3,189
			Tulsa World	Tulsa	OK	92,438
			Woodward News	Woodward	OK	3,407
Oregon	329,020	21%				329,020
			Albany Democrat-Herald & Corvallis Gazette Times	Albany	OR	19,103
			The Bulletin	Bend	OR	25,297
			The World	Coos Bay	OR	7,122
			The Register-Guard	Eugene	OR	47,913
			Herald And News	Klamath Falls	OR	12,798
			Mail Tribune	Medford	OR	18,352
			Argus Observer	Ontario	OR	5,497
			The Oregonian	Portland	OR	192,938
Pennsylvania	1,626,176	32%				1,626,176
			The Morning Call	Allentown	PA	111,061
			Beaver County Times	Beaver	PA	26,391
			Gazette	Bedford	PA	10,838
			The Sentinel	Carlisle	PA	9,666
			The Intelligencer	Doylestown	PA	29,886
			Tri-County Sunday	Du Bois	PA	13,850
			The Express-Times	Easton	PA	35,508

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
Pennsylvania			Erie Times-News	Erie	PA	53,527
			Gettysburg Times	Gettysburg	PA	9,525
			Patriot-News	Harrisburg	PA	88,025
			Hazleton Standard-Speaker	Hazleton	PA	14,253
			The Wayne Independent	Honesdale	PA	2,717
			The Daily News	Huntingdon	PA	8,110
			The Tribune-Democrat	Johnstown	PA	28,207
			Lancaster New Era Intelligencer Journal	Lancaster	PA	76,924
			Sunday News			
			Latrobe Bulletin	Latrobe	PA	7,100
			Bucks County Courier Times	Levittown/Bristol	PA	39,198
			Meadville Tribune	Meadville	PA	9,271
			New Castle News	New Castle	PA	12,534
			Times Herald	Norristown	PA	17,152
			The Philadelphia Inquirer	Philadelphia	PA	333,061
			Philadelphia Daily News	Philadelphia DN	PA	41,172
			Pittsburgh Post-Gazette	Pittsburgh	PA	220,675
			Mercury	Pottstown	PA	14,513
			Pottsville Republican Herald	Pottsville	PA	20,760
			Delaware County Daily Times	Primos	PA	26,725
			Reading Eagle	Reading	PA	62,795
			Scranton Times-Tribune	Scranton	PA	46,962
			The Shamokin-Pottsville News-Item	Shamokin	PA	7,091
			The Herald	Sharon	PA	14,172
			St College Centre Daily Times	State College	PA	18,564
			Pocono Record	Stroudsburg	PA	14,580
			The Daily Item	Sunbury	PA	20,422
			Towanda Sunday Review	Towanda	PA	8,023
			Tyrone Daily Herald	Tyrone	PA	1,700
			Herald-Standard	Uniontown	PA	18,452
			Washington Observer Reporter	Washington	PA	32,350
			The Record Herald	Waynesboro	PA	6,858
			Daily Local News	West Chester	PA	18,084
			The Times Leader	Wilkes Barre	PA	45,273
			Citizen's Voice	Wilkes-Barre	PA	25,609
			Williamsport Sun-Gazette	Williamsport	PA	24,592
Rhode Island	90,147	22%				90,147
			The Providence Journal	Providence	RI	90,147
South Carolina	330,518	18%				330,518
			Anderson Independent-Mail	Anderson	SC	25,069
			The Post And Courier	Charleston	SC	74,128
			The State	Columbia	SC	67,384
			Georgetown Times	Georgetown	SC	5,012
			The Index-Journal	Greenwood	SC	11,941
			The Island Packet	Hilton Head Island	SC	22,844
			Lancaster News	Lancaster	SC	10,703
			The Sun News	Myrtle Beach	SC	39,899
			The Times & Democrat	Orangeburg	SC	9,248
			The Herald	Rock Hill	SC	18,909
			Herald-Journal	Spartanburg	SC	33,442
			The Item	Sumter	SC	11,939
South Dakota	53,235	16%				53,235
			American News	Aberdeen	SD	11,814
			The Daily Republic	Mitchell	SD	9,995
			Rapid City Journal	Rapid City	SD	21,849
			Watertown Public Opinion	Watertown	SD	9,577
Tennessee	361,028	14%				361,028
			Chattanooga Times Free Press	Chattanooga	TN	70,131
			Cleveland Daily Banner	Cleveland	TN	12,379
			Crossville Chronicle	Crossville	TN	7,459
			The State Gazette	Dyersburg	TN	4,207
			Johnson City Press	Johnson City	TN	26,070
			Knoxville News Sentinel	Knoxville	TN	88,875
			The Commercial Appeal	Memphis	TN	105,547
			Citizen Tribune	Morristown	TN	23,713
			Oak Ridge	Oak Ridge	TN	4,147

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
			Shelbyville Times-Gazette	Shelbyville	TN	6,750
			The Sunday News	Tullahoma	TN	11,750
Texas	1,547,406	16%				1,547,406
			Abilene Reporter-News	Abilene	TX	21,107
			Amarillo Globe-News	Amarillo	TX	27,058
			Athens Daily Review	Athens	TX	3,696
			Austin American-Statesman	Austin	TX	119,899
			Brownsville Herald	Brownsville	TX	13,011
			Brownwood Bulletin	Brownwood	TX	5,613
			Corpus Christi Caller-Times	Corpus Christi	TX	38,808
			Corsicana Daily Sun	Corsicana	TX	3,662
			The Dallas Morning News	Dallas	TX	306,419
			Denton Record-Chronicle	Denton	TX	10,118
			Star-Telegram	Fort Worth	TX	190,404
			Gainesville Daily Register	Gainesville	TX	4,650
			Greenville Herald Banner	Greenville	TX	4,741
			Valley Morning Star	Harlingen	TX	14,059
			The Leader	Houston	TX	35,000
			Houston Community	Houston Community	TX	465,050
			The Huntsville Item	Huntsville	TX	4,288
			Jacksonville Daily Progress	Jacksonville	TX	2,365
			Kerrville Daily Times	Kerrville	TX	7,738
			Killeen Daily Herald	Killeen	TX	16,385
			Lubbock Avalanche-Journal	Lubbock	TX	28,337
			Monitor	McAllen	TX	30,297
			Reporter-Telegram	Midland	TX	14,456
			The Mineral Wells Index	Mineral Wells	TX	9,370
			Odessa American	Odessa	TX	11,813
			Palestine Herald-Press	Palestine	TX	4,264
			The Paris News	Paris	TX	6,322
			Plainview Daily Herald	Plainview	TX	2,925
			Standard-Times	San Angelo	TX	17,045
			Stephenville Empire-Tribune	Stephenville	TX	3,697
			Temple Daily Telegram	Temple	TX	16,413
			Gazette	Texarkana	TX	21,091
			Tyler Courier-Times-Telegraph	Tyler	TX	20,296
			Victoria Advocate	Victoria	TX	22,959
			The Waxahachie Daily Light	Waxahachie	TX	3,921
			Mid Valley Town Crier	Weslaco	TX	22,300
			Times Record News	Wichita Falls	TX	17,829
Utah	172,808	19%				172,808
			The Herald Journal	Logan	UT	11,360
			Daily Herald	Provo	UT	26,757
			The Salt Lake Tribune-Deseret News	Salt Lake City	UT	134,691
Virginia	311,465	10%				311,465
			Daily Press	Newport	VA	81,422
				News/Hampton	VA	
			The Virginian-Pilot	Norfolk	VA	146,370
			The Petersburg Progress-Index	Petersburg	VA	10,689
			The Roanoke Times	Roanoke	VA	72,984
Washington	622,010	23%				622,010
			The Daily World	Aberdeen	WA	6,741
			The Bellingham Herald	Bellingham	WA	18,364
			Kitsap Sun	Bremerton	WA	17,799
			Daily Record	Ellensburg	WA	5,728
			The Daily News	Longview	WA	15,123
			Skagit Valley Herald	Mount Vernon	WA	13,429
			The Olympian	Olympia	WA	20,743
			Tri-City Herald	Pasco/Tri Cities	WA	28,562
			The Seattle Times	Seattle	WA	262,374
			The Spokesman-Review	Spokane	WA	70,831
			The News Tribune	Tacoma	WA	77,647
			The Columbian	Vancouver	WA	31,943
			Walla Walla Union-Bulletin	Walla Walla	WA	10,954
			The Wenatchee World	Wenatchee	WA	15,425
			Herald-Republic	Yakima	WA	26,347

State	Circulation	% HH Cov	Newspaper Name	City	State	Circulation
Washington DC	574,803	197%				574,803
			The Washington Post	Washington	DC	574,803
West Virginia	188,644	25%				188,644
			The Register-Herald	Beckley	WV	17,275
			Bluefield Daily Telegraph	Bluefield	WV	12,805
			Gazette-Mail	Charleston	WV	51,649
			Clarksburg Exponent-Telegram	Clarksburg	WV	16,348
			Times West Virginian	Fairmont	WV	8,114
			Mineral Daily News Tribune	Keyser	WV	2,487
			The Journal	Martinsburg	WV	13,820
			The Dominion Post	Morgantown	WV	18,307
			The Parkersburg News And Sentinel	Parkersburg	WV	22,157
			Princeton Times	Princeton	WV	1,580
			Sunday News-Register	Wheeling	WV	24,102
Wisconsin	211,819	9%				211,819
			Baraboo News Republic	Baraboo	WI	3,181
			Daily Citizen	Beaver Dam	WI	8,341
			Chippewa Valley Newspapers	Chippewa Falls	WI	6,207
			Leader-Telegram	Eau Claire	WI	24,136
			Kenosha News	Kenosha	WI	22,066
			La Crosse Tribune	La Crosse	WI	28,760
			Wisconsin State Journal	Madison	WI	88,159
			Daily Register	Portage	WI	3,592
			The Journal Times	Racine	WI	22,476
			Shawano Leader	Shawano	WI	4,901
Wyoming	24,661	10%				24,661
			Casper Star-Tribune	Casper	WY	18,014
			Daily Rocket-Miner	Rock Springs	WY	6,647
Total Circulation	22,819,827	19%				

Source: Parade 9/6/2015 circulation based on AAM, newspaper publisher statements & estimates, 3/31/2015 or most recent audit. Households based on Nielsen 2014

EXHIBIT - 4

BrassCraft Banners

Version 1

**Do You Own or Have You
Ever Owned a Residential
or Commercial Property
that Contained Yellow
Brass Plumbing Components
Made by BrassCraft?
You May be a Class Member.**

**For more info go to
www.BCyellowbrasssettlement.com**

BrassCraft_Banners_300x250.psd

Version 2

**Do You Own or Have You
Ever Owned a Residential
or Commercial Property
that Contained Yellow
Brass Plumbing Components
Made by BrassCraft?
You May be a Class Member.**

**For more info go to
www.BCyellowbrasssettlement.com**

BrassCraft_Banners_300x250.psd

Version 3

**Do You Own or Have You Ever
Owned a Residential or Commercial
Property that Contained Yellow
Brass Plumbing Components
Made by BrassCraft?**

**You May be a
Class Member.**

**For more info go to
www.BCyellowbrasssettlement.com**



BrassCraft_Banners_300x250.psd

Settlement Agreement

Schedule 1: Covered Products

COVERED PRODUCT BRANDS

- **BRASSCRAFT**
- **PLUMBSHOP**
- **PEERLESS SOLUTIONS**
- **MASTER PLUMBER**








COVERED PRODUCT CATEGORIES - WATER SUPPLIES

SUPPLY STOPS







- **KT**
- **G2**
- **MULTI-TURN**
- **HEAVY PATTERN**


WATER SUPPLY CONNECTORS







- **FLEXIBLE POLYMER BRAIDED**
- **FLEXIBLE STAINLESS STEEL BRAIDED**
- **FLEXIBLE VINYL**
- **FLEXIBLE POLYMER BRAIDED & VINYL ONE -PIECE**
- **FLEXIBLE POLYMER BRAIDED WATER HEATER CONNECTORS**






SUPPLY STOPS - KT	
COMPRESSION – ANGLE	
COMPRESSION – STRAIGHT	
FIP – ANGLE	
FIP – STRAIGHT	
SWEAT – ANGLE	
SWEAT – STRAIGHT	
CPVC SOLVENT WELD – ANGLE	

SUPPLY STOPS - KT	
CPVC SOLVENT WELD – STRAIGHT	
PEX – ANGLE	
PEX – STRAIGHT	
SWEAT X COMPRESSION – ANGLE WITH 5" SWEAT EXTENSION TUBE	
SWEAT X COMPRESSION – STRAIGHT WITH 5" SWEAT EXTENSION TUBE	
DUAL OUTLET	
DUAL OUTLET / DUAL SHUTOFF	

SUPPLY STOPS – G2	
COMPRESSION – ANGLE	
COMPRESSION – STRAIGHT	
FIP – ANGLE	
FIP – STRAIGHT	
CRIMP PEX BARB - ANGLE	
COLD EXPANSION PEX BARB - ANGLE	

SUPPLY STOPS – G2	
CRIMP PEX BARB - STRAIGHT	
COLD EXPANSION PEX BARB - STRAIGHT	
CPVC SOLVENT WELD – ANGLE	
CPVC SOLVENT WELD – STRAIGHT	
PUSH CONNECT – ANGLE	
PUSH CONNECT - STRAIGHT	

SUPPLY STOPS – MULTI-TURN	
COMPRESSION – ANGLE	
COMPRESSION – STRAIGHT	
FIP – ANGLE	
FIP – STRAIGHT	
SWEAT – ANGLE	
SWEAT – STRAIGHT	

SUPPLY STOPS – MULTI-TURN	
CPVC SOLVENT WELD – ANGLE	
CPVC SOLVENT WELD – STRAIGHT	
PEX – ANGLE	
PEX – STRAIGHT	
SWEAT X COMPRESSION – ANGLE WITH 5" SWEAT EXTENSION TUBE	
SWEAT X COMPRESSION – STRAIGHT WITH 5" SWEAT EXTENSION TUBE	

SUPPLY STOPS – MULTI-TURN

DUAL OUTLET



DUAL OUTLET / DUAL SHUTOFF



WATER SUPPLY CONNECTORS – FLEXIBLE POLYMER BRAIDED WATER SUPPLY CONNECTORS – FLEXIBLE STAINLESS STEEL BRAIDED

FAUCET



TOILET



WASHING MACHINE







DISHWASHER



**ICE MAKER / HUMIDIFIER /
WATER FILTER**



WATER SUPPLY CONNECTORS – FLEXIBLE VINYL	
FAUCET	
TOILET	
DISHWASHER	

ONE-PIECE WATER SUPPLY CONNECTORS – FLEXIBLE POLYMER BRAIDED & VINYL	
FAUCET – MULTI-TURN ONE-PIECE SUPPLY - ANGLE STOP – BRAIDED CONNECTOR	
FAUCET - 1/4 TURN ONE- PIECE SUPPLY - ANGLE STOP - BRAIDED CONNECTOR	
FAUCET – 1/4 TURN ONE- PIECE SUPPLY – STRAIGHT STOP -VINYL	
TOILET – MULTI-TURN ONE-PIECE SUPPLY - ANGLE STOP – BRAIDED CONNECTOR	

**ONE-PIECE WATER SUPPLY
CONNECTORS –
FLEXIBLE POLYMER BRAIDED &
VINYL**

TOILET - 1/4 TURN ONE-PIECE SUPPLY - ANGLE STOP - BRAIDED CONNECTOR (or VINYL)



TOILET – 1/4 TURN ONE-PIECE SUPPLY – STRAIGHT STOP - VINYL



DISHWASHER – MULTI-TURN ONE-PIECE SUPPLY – ANGLE STOP – BRAIDED CONNECTOR



DISHWASHER – MULTI-TURN ONE-PIECE SUPPLY – ANGLE STOP – VINYL CONNECTOR



**TANKLESS WATER HEATER
INSTALLATION KITS**

SERVICE VALVE KITS










WATER HEATER CONNECTORS



**FLEXIBLE POLYMER
BRAIDED WATER
HEATER
CONNECTORS**














COVERED PRODUCT CATEGORIES - FITTINGS

FLARE	COMPRESSION	CPVC	IRON PIPE	HOSE BARB	GARDEN HOSE
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FLARE	
FLARE CAPS	
FLARE NUTS – SHORT	
FLARE NUTS – LONG	
FLARE X FIP	
FLARE X MIP	
FLARE REFRIGERATION NUTS - SHORT	
FLARE REFRIGERATION REDUCING NUTS - SHORT	
FLARE REFRIGERATION NUTS - LONG	


FLARE	
SWIVEL FLARE NUT CONNECTORS	
FINE THREAD FLARE NUTS	
FINE THREAD FLARE REDUCING NUTS	









COMPRESSION	
COMPRESSION PLUGS	
COMPRESSION SLEEVES	
COMPRESSION CAPS	
COMPRESSION NUTS	
COMPRESSION NUTS – LONG	

COMPRESSION	
COMPRESSION UNIONS	
COMPRESSION REDUCING UNIONS	
COMPRESSION FEMALE ADAPTORS	
COMPRESSION FEMALE REDUCING ADAPTORS	
COMPRESSION MALE ADAPTORS	
COMPRESSION MALE REDUCING ADAPTORS	
COMPRESSION UNION ELBOW	
COMPRESSION REDUCING UNION ELBOWS	
COMPRESSION FEMALE ELBOWS	
COMPRESSION FEMALE REDUCING ELBOWS	
COMPRESSION MALE ELBOWS	
COMPRESSION MALE REDUCING ELBOWS	
COMPRESSION TEES	
COMPRESSION REDUCING TEES	

COMPRESSION	
COMPRESSION FEMALE TEE ADAPTORS (FIP ON BRANCH)	
COMPRESSION MALE TEE ADAPTORS (MIP ON RUN)	
COMPRESSION MALE TEE ADAPTORS (MIP ON BRANCH)	
FLARE COMPRESSION ADAPTORS	
SWEAT COMPRESSION UNIONS	
SWEAT COMPRESSION ADAPTORS	
COMPRESSION REDUCING UNIONS	
COMPRESSION NUT WITH BRASS SLEEVES	



CPVC	
CPVC FEMALE ADAPTORS	
CPVC FEMALE 90° DROP EAR ELBOWS	

CPVC	
CPVC MALE ADAPTORS	






IRON PIPE	
HEX COUNTERSINK PIPE PLUGS	
HEX HEAD PIPE PLUGS	
SQUARE HEAD PIPE PLUGS	
PIPE CAPS	
FEMALE PIPE COUPLINGS	
PIPE REDUCER COUPLINGS	
PIPE ADAPTORS	
PIPE REDUCER BUSHINGS	

IRON PIPE	
MALE PIPE SWEAT ADAPTORS (CONVERTS FEMALE PIPE TO SWEAT JOINT)	
90° FEMALE PIPE ELBOWS	
90° STREET ELBOWS	
45° STREET ELBOWS	
CLOSE PIPE NIPPLES	
HEX PIPE NIPPLES	
PIPE NIPPLES	
PIPE TEES	
STREET TEES	
MALE BRANCH TEES	

HOSE BARB FITTINGS	
HOSE BARB SPLICERS	
FEMALE HOSE BARB ADAPTORS	
MALE HOSE BARB ADAPTORS	
FEMALE FLARE HOSE BARB ADAPTORS WITH SWIVEL	
FEMALE HOSE BARB ADAPTORS WITH SWIVEL BALL	
90° MALE HOSE BARB ELBOWS	
HOSE BARB TEES	

GARDEN HOSE	
FEMALE SWIVEL HOSE UNIONS	
MALE HOSE UNIONS	

GARDEN HOSE	
MALE HOSE ADAPTORS (MIP END)	
MALE HOSE ADAPTORS (FIP END)	
FEMALE HOSE ADAPTORS (FIP END)	
FEMALE HOSE ADAPTORS (MIP END)	
FEMALE SWIVEL HOSE ADAPTORS (FIP END)	
FEMALE SWIVEL HOSE ADAPTORS (MIP END)	
FEMALE HOSE SWIVEL BARBED ADAPTER WITH ROUND NUT	
FEMALE HOSE SWIVEL BARBED ADAPTORS WITH HEX NUT	
MALE HOSE BARBED ADAPTORS	
GARDEN HOSE DISHWASHER ELBOWS	

NEEDLE & HUMIDIFIER VALVES	
HUMIDIFIER VALVES – ICE MAKER KIT	
COMPRESSION NEEDLE VALVES	
COMPRESSION X IRON PIPE NEEDLE VALVES	  
SELF PIERCING NEEDLE VALVE KITS	