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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**

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

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

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

This First Addendum to the Settlement Agreement¹ executed by the Settling Parties on November 10, 2015 is made and entered into by and between Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo (“Plaintiffs”), on behalf of themselves and the Settlement Class, and Class Counsel, on the one hand, and Defendant BrassCraft Manufacturing Company (“BrassCraft”) and Defense Counsel, on the other hand. This First Addendum shall modify only the terms from the Settlement Agreement set forth below and according to the terms and conditions herein. All other terms and conditions from the Settlement Agreement shall not be modified in any way and are to remain in full force and effect, subject to the Court’s final approval.

Page 3:24-28 is hereby modified as follows:

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

Page 4:1-6 is hereby modified as follows:

NOW, THEREFORE, it is agreed that in consideration of the promises and mutual covenants set forth in this Settlement Agreement and the entry by the Court of a Final Order and Judgment approving the terms and conditions of the settlement as fair, adequate and reasonable as set forth in this Settlement Agreement, and providing for ~~dismissal with prejudice~~ the Final Order and Judgment of the claims asserted in the

¹ All capitalized terms have the same meanings as the terms in the Definitions section of the Settlement Agreement.

1 Litigation under the terms and conditions contained herein, the parties hereby agree as
2 follows:

3
4 **Paragraph 1.14.6 is hereby modified as follows:**

5 1.14.6. "Final Order and Judgment" means the Order and Judgment of the
6 Court ~~dismissing this matter with prejudice~~ adjudicating the
7 Released Claims as to BrassCraft and approving this Settlement
8 Agreement, which order and judgment shall be in a form agreed
9 upon by the Settling Parties.

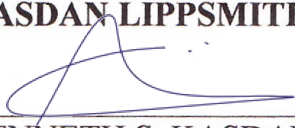
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11 **Paragraph 4.10 is hereby modified as follows:**

12 4.10. To effectuate the foregoing releases, among other things and in addition to
13 entry of ~~judgment dismissing the Litigation with prejudice~~ the Final Order and Judgment,
14 within five (5) days of the Effective Date of the settlement, the Settling Parties shall
15 dismiss with prejudice all other Related Actions (or portions relating to Released Claims,
16 if other claims are alleged) and all other actions that are part of the Litigation. Except as
17 provided in this Settlement Agreement, there shall be no fee or cost recovery, to any
18 party, in any Related Action or any other action that is part of this Litigation.

19
20 Dated: February 29, 2016

KASDAN LIPPSMITH WEBER TURNER LLP

21 By:

22 
23 KENNETH S. KASDAN
24 GRAHAM B. LIPPSMITH
25 MICHAEL D. TURNER
26 BRYAN M. ZUETEL
27 Attorneys for Plaintiffs

26 Dated: February 25th, 2016

27 By:

28 
MILES HOUZE

Individually and on behalf of the Class

1
2 Dated: February 25, 2016

3 By:


SUSAN HOUZE

4 Individually and on behalf of the Class

5
6 Dated: February ___, 2016

7 By:

KEVIN NGAI

8 Individually and on behalf of the Class

9
10 Dated: February ___, 2016

11 By:

MARCIA PRICE

12 Individually and on behalf of the Class

13
14 Dated: February ___, 2016

15 By:

HENRY OKONKWO

16 Individually and on behalf of the Class

17 Dated: February ___, 2016

ANSA ASSUNCAO LLP

18 By:

ROBERT A. ASSUNCAO

19 Attorneys for Defendant BrassCraft Manufacturing
20 Company

21
22 Dated: February ___, 2016

G&P SCHICK PC

23 By:

MALCOLM D. SCHICK

24 ANDREW BLACKBURN

25 Attorneys for Defendants BrassCraft Manufacturing
26 Company

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SUSAN HOuze

Individually and on behalf of the Class

Dated: February __, 2016

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KEVIN NGAI

Individually and on behalf of the Class

Dated: February 24, 2016

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MARCIA PRICE

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Individually and on behalf of the Class

Dated: February __, 2016

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HENRY OKONKWO

Individually and on behalf of the Class

Dated: February __, 2016

ANSA ASSUNCAO LLP

By:

ROBERT A. ASSUNCAO

Attorneys for Defendant BrassCraft Manufacturing Company

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Attorneys for Defendants BrassCraft Manufacturing Company

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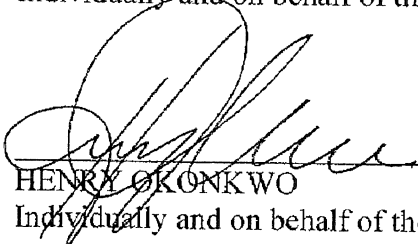
By:

MARCIA PRICE

Individually and on behalf of the Class

Dated: February 26, 2016

By:


HENRY OKONKWO

Individually and on behalf of the Class

Dated: February __, 2016

By:

ANSA ASSUNCAO LLP

ROBERT A. ASSUNCAO

Attorneys for Defendant BrassCraft Manufacturing Company

Dated: February __, 2016

By:

G&P SCHICK PC

MALCOLM D. SCHICK

ANDREW BLACKBURN

Attorneys for Defendants BrassCraft Manufacturing Company

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Individually and on behalf of the Class

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15 By:

16 HENRY OKONKWO

Individually and on behalf of the Class

17 Dated: February 29, 2016

ANSA ASSUNCAO LLP

18 By:

19 ROBERT A. ASSUNCAO

Attorneys for Defendant BrassCraft Manufacturing
Company

20
21 Dated: February 26, 2016

G&P SCHICK PC

22 By:

23 MALCOLM D. SCHICK

24 ANDREW BLACKBURN

Attorneys for Defendants BrassCraft Manufacturing
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Dated: February 26, 2016

By: Margaret Lynch

Print Name: Margaret Lynch

Print Title: Assistant General Counsel

On behalf of BrassCraft Manufacturing, Inc.