

**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.

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

**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](http://www.BCYellowbrasssettlement.com)), 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.

**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](http://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 Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

**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](http://www.BCYellowbrasssettlement.com) or call the toll free number 1-888-633-9195. You may also write with question to BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000, or send an e-mail to [Info@BCYellowbrasssettlement.com](mailto: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 the settlement website, [www.BCyellowbrasssettlement.com](http://www.BCyellowbrasssettlement.com) or by written request to: BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000. 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 (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](http://www.BCyellowbrasssettlement.com). You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000, 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:

BrassCraft Claims Administrator  
P.O. Box 404000, Louisville, KY 40233-4000

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](http://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](http://www.BCyellowbrasssettlement.com); (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator's toll-free telephone number, 1-888-633-9195; or (3) by requesting a Claim Form be mailed to you by writing to the BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

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.

\*\* Effective Date is the first date by which any Final Order and Judgment entered pursuant to the Settlement Agreement becomes final. Updates as to the Effective Date will appear on the Claims Administrator's website, [www.BCyellowbrasssettlement.com](http://www.BCyellowbrasssettlement.com).

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

**Validation of Claims for Benefits.** For Claim Forms submitted within the appropriate claims periods as noted in paragraph 9 above, the Claims Administrator will begin reviewing all such Claim Forms and required supporting documentation if, following the Fairness Hearing, the Court grants final approval of the Class Settlement and, after entry by the Court of the Final Approval Order and the Judgment therein, no Notice of Appeal of the Judgment or any order in the Action has been filed, the time provided for any such appeal has expired, and any right to take any such appeal has been waived or otherwise lost, or each such appeal that has been taken has been finally adjudicated and the Judgment and Final Approval Order have been upheld in all respects by each such final adjudication. If you timely submit a Claim Form, the Claims Administrator will evaluate it based on all the information and documentation you have provided. If you fail to provide all information, documents, or photographs required by the Claim Form, the Claims Administrator will notify you in writing of your failure to do so. 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 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](http://www.BCyellowbrasssettlement.com). You may also obtain a copy of the Agreement by sending a written request to: BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000, 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 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 Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000.

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

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

**17. What if I do not like the Settlement?**

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

Any written objection must be postmarked no later than sixty (60) days after the date of the mailing of Notice, to BrassCraft Settlement Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000. 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 9:00 a.m. on August 11, 2016, in Department 308 of the Los Angeles County Superior Court, located at 600 South Commonwealth Avenue, Los Angeles, CA 90005. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and will consider Class Counsel’s request for attorneys’ fees and expenses. The Court will also consider objections and may grant permission for objecting Settlement Class Members to speak. The Court may decide these issues at the Fairness Hearing or take them under consideration. We do not know how long these decisions will take.

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

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

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

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

**20. What if the proposed settlement is not approved?**

If the proposed settlement is not granted final approval, the putative Settlement Class that has been preliminarily approved will be decertified, the *House* 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](http://www.BCYellowbrasssettlement.com).

By order of March 25, 2016, Judge Jane L. Johnson of the Superior Court of the State of California, County of Los Angeles, assigned.