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Attorney for Plaintiffs

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

MILEZ HOUZE, individually and on behalf of
all others similarly situated,
SUSAN HOUZE, individually and on behalf
of all others similarly situated,
KEVIN NGAI, individually and on behalf of
all others similarly situated,
MARCIA PRICE, individually and on behalf
of all others similarly situated,
HENRY OKONKWO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Ann I. Jones
Dept.: 308

CLASS ACTION

**NOTICE OF AMENDED ORDER
GRANTING FINAL APPROVAL OF
BRASSCRAFT SETTLEMENT
AWARDING ATTORNEY'S FEES,
COSTS REIMBURSEMENT AND
INCENTIVE AWARDS**

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

1 **NOTICE OF AMENDED ORDER GRANTING FINAL APPROVAL OF BRASSCRAFT**
2 **SETTLEMENT AWARDING ATTORNEY'S FEES, COSTS REIMBURSEMENT AND**
3 **INCENTIVE AWARDS**

4 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL:**

5 **NOTICE IS HEREBY GIVEN** of the Court's Amended Order Granting Final Approval
6 of BrassCraft Settlement Awarding Attorney's Fees, Costs Reimbursement and Incentive
7 Awards signed and entered on September 26, 2016. A copy of the signed Amended Order is
8 attached hereto as Exhibit 1.

9
10 DATED: September 27, 2016

KASDAN LIPPSMITH WEBER TURNER LLP

11
12 By: 

13 KENNETH S. KASDAN
14 GRAHAM B. LIPPSMITH
15 MICHAEL D. TURNER
16 BRYAN M. ZUETEL
17 JACLYN L. ANDERSON
18 Attorneys for Plaintiffs
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EXHIBIT 1

COPY

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of all others similarly situated, SUSAN
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others similarly situated, KEVIN NGAI,
individually and on behalf of all others
similarly situated, MARCIA PRICE,
individually and on behalf of all others
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BRASSCRAFT MANUFACTURING
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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 26 2016

Sherri R. Carter, Executive Officer/Clerk
By: Benigno Del Barrio, Deputy

Case No.: BC493276

Assigned for all Purposes to:
Judge: Hon. Ann I. Jones
Dept.: 308

CLASS ACTION

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
BRASSCRAFT SETTLEMENT
AWARDING ATTORNEY'S FEES,
COSTS REIMBURSEMENT AND
INCENTIVE AWARDS**

Hearing Date: September 7, 2016
Hearing Time: 1:45 p.m.

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

BY Fm

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF BRASSCRAFT
SETTLEMENT AND AWARDING ATTORNEY FEES, COSTS
REIMBURSEMENT AND INCENTIVE AWARDS**

WHEREAS, Plaintiffs Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo (collectively "Plaintiffs" or "Class Representatives"), on behalf of the BrassCraft Settlement Class (as defined below), and Defendant BrassCraft Manufacturing Company ("BrassCraft") have applied to the Court pursuant to Rule 3.769(c) of the California Rules of Court for an Order (i) finally approving the proposed settlement of the above-captioned class action as to Defendant BrassCraft, only, (the "BrassCraft Action") in accordance with the parties' Class Action Settlement Agreement and Release as to Defendant BrassCraft and addenda thereto ("Settlement Agreement"), which set forth the terms and conditions for a proposed settlement of the BrassCraft Action, and (ii) resolving all Plaintiffs' and Settlement Class Members' claims regarding or relating to Covered Products upon the terms and conditions in the Settlement Agreement;

WHEREAS, at a March 14, 2016, hearing, the Court granted Plaintiffs' Motion for Preliminary Approval, provided that certain amendments were made to the Long Form Notice and Publication Notice ("Preliminary Approval Order"), preliminarily approving the Settlement Agreement, provisionally certifying the Settlement Class, appointing Class Counsel, directing Notice to the Class, setting a hearing to consider whether to grant final approval of the BrassCraft Action settlement (the "Fairness Hearing"), and granting Plaintiffs' Motion for Leave to File Fourth Amended Complaint to add claims against BrassCraft, only, such that the pleadings would conform to the scope of the Settlement Agreement, and thereafter entered its Preliminary Approval Order on March 22, 2016;

WHEREAS, on March 25, 2016, the Court entered an Amended Order Granting Preliminary Approval of Settlement (the "Amended Preliminary Approval Order") to reflect necessary scheduling changes due to a later Notice publication date of April 30, 2016;

1 WHEREAS, on April 30, 2016, the Notice Plan was implemented, and there were
2 no objections to the proposed Settlement;

3 WHEREAS, the Court held the Fairness Hearing on September 7, 2016, to
4 determine, among other things, (i) whether the terms and conditions of the proposed
5 Settlement are fair, reasonable and adequate and should therefore be approved; (ii)
6 whether the Settlement Class should be finally certified for settlement purposes; (iii)
7 whether Notice to the Settlement Class was implemented pursuant to the Preliminary
8 Approval Order and Amended Preliminary Approval Order and constituted due and
9 adequate notice to the Class; (iv) whether to approve the proposed benefits to the
10 settlement; (v) whether to enter judgment resolving all Plaintiffs' and Settlement Class
11 Members' claims regarding or relating to Covered Products upon the terms and
12 conditions in the Settlement Agreement; (vi) whether and in what amount to award
13 attorneys' fees and expenses to Class Counsel; and (vii) whether and in what amounts to
14 award incentive awards to the Class Representatives; and

15 WHEREAS, at the Fairness Hearing on September 7, 2016, the Court addressed
16 the proposed Settlement with Class Counsel on behalf of the Settlement Class Members
17 and Defense Counsel on behalf of BrassCraft (collectively, the "Settling Parties").

18 NOW, THEREFORE, based on the written submissions of the Settling Parties and
19 other documents and evidence in the Court's record in the BrassCraft Action, and on the
20 arguments of counsel at the Fairness Hearing, and good cause appearing, it is hereby

21 **ORDERED AND DECREED** as follows:

22 1. **Incorporation of Settlement Documents.** This Order and Decree (the
23 "Order" or "Final Order") incorporates and makes a part hereof the Class Action
24 Settlement Agreement and Release as to Defendant BrassCraft Manufacturing Company
25 executed on or about November 10, 2015, First Addendum to Class Action Settlement
26 Agreement, executed on or about February 29, 2016, both of which were approved by the
27 Court in its Preliminary Approval Order, and Second Addendum to Settlement
28 Agreement executed in May 2016 and approved by the Court in its May 25, 2016, Order

1 Approving Second Addendum to Settlement Agreement (collectively "Settlement
2 Agreement"). All capitalized terms not defined in this Order shall have the definitions
3 ascribed to them in the Settlement Agreement.

4 2. **Jurisdiction.** The Court has personal jurisdiction over the parties and all
5 other Settlement Class Members (as defined below) and has subject matter jurisdiction
6 over the Action, including, without limitation, jurisdiction to approve the proposed
7 Settlement, grant final certification of the Settlement Class, and enter final judgment
8 resolving all Plaintiffs' and Settlement Class Members' claims regarding or relating to
9 Covered Products upon the terms and conditions in the Settlement Agreement. The Court
10 shall retain jurisdiction to enforce the terms of this Final Order and the Judgment.

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

- 14 a. The Settlement Class is ascertainable;
- 15 b. The Settlement Class is so numerous that joinder of all members
16 would be impractical;
- 17 c. Plaintiffs have alleged one or more questions of fact and law that are
18 common to all members of the Settlement Class;
- 19 d. The Plaintiffs' claims are typical of those of the other Settlement
20 Class Members;
- 21 e. The Class Representatives and Class Counsel have fairly and
22 adequately represented and protected the interests of the members of
23 the Settlement Class, in that (i) their interests are and have been
24 consistent with those of the other Settlement Class Members; (ii)
25 Class Counsel are able and qualified to represent the Settlement
26 Class; and (iii) the Class Representatives and their attorneys have
27 fairly and adequately represented the Settlement Class Members in
28 prosecuting this Action and in negotiating and entering into the

1 Settlement; and

2 f. For settlement purposes only, questions of law and/or fact common
3 to members of the Settlement Class predominate over any such
4 questions affecting only individual Settlement Class Members, and a
5 class action is superior to all other available methods for the fair and
6 efficient resolution of the Action. In making these findings for
7 settlement purposes, the Court considered, among other things, (i)
8 the Settlement Class Members' interests in individually controlling
9 the prosecuting of separate actions, (ii) the impracticability of
10 inefficiency of prosecuting separate actions, (iii) the extent and
11 nature of any litigation concerning these claims already commenced,
12 and (iv) the desirability of concentrating the litigation of the claims
13 in a particular forum.

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

17 All Persons that own or have owned a Residential
18 Property Unit(s) and/or a Commercial Property Unit(s)
19 located in the United States that contain or have ever
20 contained a Covered Product manufactured on or before
21 the Effective Date.

22 Excluded from the Settlement Class are:

23 a) Persons who validly and timely exclude themselves
24 using the procedure set forth in Paragraphs 8.3 through
25 8.5 of the Settlement Agreement;
26 b) Retailers, wholesalers, and claims aggregators or
27 persons or entities who claim to be an assignee of rights
28 associated with any of the Covered Products, except

associations of homeowners may seek Settlement Benefits for common areas, only;

c) Except as specified in the Settlement Agreement, insurers and/or providers of extended service contracts or warranties for the Settlement Class Structures; and

d) The Honorable Ann I. Jones and members of her family.

5. **Representative Appointments.** The Court confirms its appointment of Miles Houze, Susan Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo as Class Representatives. The Court also confirms its appointment of Kenneth S. Kasdan, Graham B. LippSmith and Michael D. Turner as Class Counsel.

6. **Notice.** The Court confirms that the distribution of the Notice, the publication of the publication notice, the notice methodology as set forth in the Declaration of Alan Vasquez filed on November 10, 2015, previously approved by the Court on March 14, 2016, were all implemented in accordance with the Court's Preliminary Approval Order and Amended Preliminary Approval Order.

7. The Court further finds and confirms that the Notice and the Notice Plan:
- a. Constituted the best practicable notice;
 - b. Constituted notice that was reasonably calculated under the circumstances to apprise potential Settlement Class Members, and fully and accurately inform them, of the pendency of the BrassCraft Action, the effect of the Settlement Agreement (including the Released Claims), the nature and material terms of the proposed Settlement (including the benefits to Settlement Class Members, and Class Counsel's requests for attorneys' fees, expenses and incentive awards), their right to object to the proposed Settlement (benefits to Settlement Class Members, and Class Counsel's requests for attorneys' fees, expenses and incentive awards), their right to

1 exclude themselves from the Settlement Class, and their right to
2 appear at the Fairness Hearing;

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

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

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

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

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

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

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

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

20 13. **The Class has Received and Will Continue to Receive Fair and**
21 **Sufficient Benefits Under the Settlement.** In light of the costs and uncertainties of
22 litigating this case—including the substantial possibility that Plaintiffs and the
23 Settlement Class would not succeed on the merits and would recover nothing at all, as
24 well as the expense and delays inherent in continued litigation—the Settlement is
25 reasonable. The Settlement Class Members receive a variety of benefits depending on
26 the conditions that their Covered Product(s) present, giving them lasting protection for
27 up to 15 years depending on the condition(s) manifested. In summary, the Settlement
28 Agreement provides, among other relief, the following benefits and protections to Class

Members:

○ **Exterior Meringue Deposit Claims:**

▪ **Residential Class Members:**

- Election between either (a) a replacement part(s) for up to fifteen (15) Covered Products with exterior meringue deposits per Residential Property Unit; or, alternatively (b) an additional five (5) years of extended Settlement Benefit Coverage against Leaks in addition to the ten (10) year Settlement Benefit coverage from Date of Manufacture.

▪ **Commercial Class Members:**

- Five (5) years of extended Settlement Benefit Coverage against Leaks in addition to the ten (10) year Settlement Benefit coverage from Date of Manufacture.

- All Exterior Meringue Deposit claims to be made within 3 years of the Effective Date.

○ **Leak Claims:**

- Cash reimbursement for the replacement part and the reasonable out-of-pocket labor costs incurred for repair or replacement of the Covered Product.
- Up to \$5,000 cash reimbursement per Property Unit for reasonable out-of-pocket property damage costs incurred as a proximate result of a Leak. If more than \$5,000 in property damage per Property Unit, an option to either (a) stay in settlement and recover a maximum of \$5,000 for property damage per Property Unit, or (b) waive Settlement Benefits, and file individual lawsuit.
- Claims for product replacement costs to be made within 90 days of the Effective Date or within 90 days of the date of a Leak in the Covered Product, whichever is later.

- Property damage claims to be made within 2 years of a Leak.
- **Occlusion Claims:**
 - A replacement part for up to three (3) Covered Products per Property Unit.
 - Occlusion claims to be made within three (3) years of the Effective Date.
- **Inoperable Valve Handle Claims:**
 - A replacement part for up to three (3) Covered Products per Property Unit.
 - Inoperable Valve claims to be made within three (3) years of the Effective Date.
- The Settlement Agreement also provides for BrassCraft to pay notice and claims administration costs, attorney fees, costs reimbursements, and class representative incentive awards at no cost to the Class Members.

14. **The Claims Process is Reasonable and Not Unduly Burdensome.** The claims process is reasonable and not unduly burdensome. The Court is satisfied that the period within which Settlement Class Members may make claims is sufficient; there is no evidence that a longer period is necessary. The Court is further satisfied that the evidence requirement of the claims process is reasonable, requiring, in some cases, only a photograph of the product and a completed claims form to initiate a claim. Settlement Class Members are permitted to rely on multiple and different types of evidence to prove that a covered failure has occurred, and such methods are clearly disclosed in the Settlement Agreement and in the Claim Form. Requiring Settlement Class Members to demonstrate their membership in the Class in this fashion is a reasonable method of filtering out fraudulent and improper claims.

The Court is not aware of any evidence suggesting that BrassCraft has used or intends to use the claims process to discourage Settlement Class Members from filing claims for settlement relief, particularly when a claimant may appeal a denied claim to an

1 independent Special Master without incurring fees or costs.

2 15. **The Notice Program Complied with All Requirements.** The notice plan
3 was a sufficient and reasonable method of providing notice of the Settlement to all
4 Settlement Class Members and further complied with all due process requirements.
5 Notice was provided by direct mail to those individuals and addresses in the Settling
6 Parties' possession. Moreover, substantial efforts were made to disseminate Notice by
7 other means, including internet banner advertisements, notice by publication in national
8 leading magazines, press releases, and a settlement website.

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

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

24 17. **The Class Representatives' Incentive Award Is Reasonable.** The Court
25 finds that an award of \$5,000 for each primary residence home owned by the Class
26 Representatives is fair and reasonable under the circumstances. Each Class
27 Representative served in a class representative capacity, supplied essential factual
28 information, responded to discovery, submitted their homes and yellow brass products to

1 inspections and extractions, participated in depositions, committed to testifying at trial,
2 and placed the interests of the Class ahead of their own. This Settlement Agreement
3 would not have been achieved without the information provided by and gathered from the
4 Class Representatives or their participation in the litigation.

5 18. **The Settlement Appropriately Protects Class Members' Due Process**
6 **Rights**. The Settlement does not infringe on any due process rights of the Settlement
7 Class Members. All Settlement Class Members were given an opportunity to contest the
8 fairness of the Settlement at the Fairness Hearing on September 7, 2016, after receiving
9 Notice pursuant to the notice plan.

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

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

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

1 Parties relating to any of the Released Claims.

2 22. **Releases.** As of the date of the Fairness Hearing, and without limiting the
3 full language of the Released Claims identified in Paragraphs 1.26-1.28, 4.3-4.9 of the
4 Settlement Agreement and modified in the First Addendum to Class Action Settlement
5 Agreement, which are given full force and effect, the Released Claims against each and
6 all of the Released Parties shall be released and barred, without costs to any party, except
7 as provided in the Settlement Agreement.

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

- 10 a. All Settlement Class Members (and their heirs, executors,
11 administrators, predecessors, successors, affiliates and assigns) that
12 did not serve timely and valid exclusions, from filing, commencing,
13 prosecuting, intervening in, participating in (as class members or
14 otherwise), or receiving any benefits or other relief from any other
15 lawsuit, arbitration, or administrative, regulatory, or other
16 proceeding or order in any jurisdiction that is based upon, arises out
17 of, or relates to any claim released against the Released Parties,
18 including, but not limited to, any claim that is based upon, arises out
19 of, or relates to the BrassCraft Action or the transactions and
20 occurrences referred to in any Complaint filed in the BrassCraft
21 Action; and
- 22 b. All persons and entities that did not serve timely valid exclusions,
23 from filing, commencing, or prosecuting any other lawsuit or
24 proceeding as a class action (including by seeking to amend a
25 pending complaint to include class allegations or by seeking class
26 certification in a pending action) or other representative or derivative
27 action on behalf of any Settlement Class Members as to the Released
28 Parties, if such other lawsuit or proceeding is based upon, arises out

of, or relates to any claims brought against the Released Parties, including, but not limited to, any claim that is based upon, arises out of, or relates to the Action or the transactions and occurrences referred to any Complaint filed in the BrassCraft Action.

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

25. **Attorneys' Fees and Incentive Awards.** The Court awards \$441,345.66 in expenses to Class Counsel and \$2,268.20 in expenses to former co-counsel, Girardi | Keese.

1 The Court awards \$4,506,386.14 in total attorneys' fees for all plaintiffs' counsel
2 involved in the case. The Court sets forth its reasons for the attorneys' fees award as
3 follows:

4 a. **Court's Discretion:** This Court has considerable discretion in determining
5 an appropriate fee award. *Serrano v. Priest*, 20 Cal.3d 25, 49 (1977);
6 *Glendora Community Redevelopment Agency v. Demeter*, 155 Cal. App. 3d
7 465, 474 (1984). Both California state and federal courts recognize two
8 methods for evaluating attorney fees: (1) lodestar plus multiplier method;
9 and (2) the percentage of recovery method. *Wershba v. Apple Computer,*
10 *Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Hanlon v. Chrysler Corp.*, 150 F. 3d
11 1011, 1029 (9th Cir. 1998); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,
12 1047 (9th Cir. 2002). Regardless of method courts use, "[t]he ultimate goal
13 ... is the award of a "reasonable" fee to compensate counsel for their
14 efforts, irrespective of the method of calculation." *Roos v. Honeywell*
15 *Int'l, Inc.*, 241 Cal. App. 4th 1472, 1494 (2015) (citing *Apple Computer,*
16 *Inc. v. Superior Court*, 126 Cal. App. 4th 1253, 1270 (2005)); *see also*
17 *Laffitte v. Robert Half Int'l, Inc.*, 2016 Cal. LEXIS 6387, at *40 (Aug. 11,
18 2016). In cases where recovery is difficult to calculate or marginal, "[t]he
19 lodestar method has been praised as providing better accountability and
20 encouraging plaintiffs' attorneys to pursue marginal increases in recovery."
21 *Laffitte*, 2016 Cal. LEXIS 6387, at *12; *see also Six (6) Mexican Workers*
22 *v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990).

23 b. **Lodestar-Plus-Multiplier Analysis:** "[T]he fee setting inquiry in
24 California ordinarily begins with the 'lodestar...'" *PLCM Grp. v. Drexler*,
25 22 Cal.4th 1084, 1095 (2000). The lodestar is calculated by multiplying the
26 reasonable number of hours expended by the hourly rates of those who
27 expended the time. *Ketchum*, 24 Cal.4th at 1132; *Wershba*, 91 Cal. App.
28 4th at 255. The Court has discretion to enhance the lodestar by applying a

multiplier after considering other factors concerning the lawsuit, including “(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4) the contingent nature of the fee award.” *Ketchum*, 24 Cal.4th at 1132. “The reasonable hourly rate is that prevailing in the community for similar work.” *PLCM*, 22 Cal.4th at 1095 (citing *Margolin v. Reg’l Planning Comm’n*, 134 Cal. App. 3d 999, 1004 (1982)). Courts use “an objective standard of reasonableness, *i.e.*, the prevailing market value of comparable legal services” rather than calculating “actual costs and overhead,” which “would be an unwarranted burden and bad public policy.” *Id.* at 1098; *see also Serrano v. Unruh*, 32 Cal.3d 621, 643 (1982) (affirming denial of discovery of attorneys’ actual salaries as irrelevant). A party seeking attorney fees may rely on attorney declarations evidencing reasonable hourly rates and the number of hours spent, and is not required to produce billing statements and detailed time records. *Raining Data Corp. v. Barrenechea*, 171 Cal. App. 4th 495, 512 (2009); *Bernardi v. Cnty. of Monterey*, 167 Cal. App. 4th 1379, 1398 (2008); *Wershba*, 91 Cal. App. 4th at 254-55 (detailed time sheets are not required of class counsel to support fee awards in class action cases); *Dunk*, 48 Cal. App. 4th at 1810; *Margolin*, 134 Cal. App. 3d at 1006-07 (court may award fees based on time estimates for attorneys who do not keep time records); *Consumer Privacy Cases*, *supra*, 175 Cal. App. 4th at 556. The Court further finds that the hourly rates requested by counsel in connection with the hours expended are reasonable. Class Counsel incurred \$1,524,050.50 in time through August 23, 2016 pursuing the Class claims and reasonably anticipates incurring an additional 500 hours pursuing the Class claims post-judgment based on post-approval tasks, appeals, and monitoring. Therefore, the Court finds that Class

Counsel's lodestar amount is \$1,744,350.50 (\$1,524,050.50 incurred plus 500 future hours at an average rate of \$500.60 per hour).

- c. For the lodestar-plus multiplier component of the fee award analysis, the Court finds that a multiplier of 2.54 is reasonable in this matter. "[Lodestar m]ultipliers can range from 2 to 4 or even higher." *Wershba*, 91 Cal. App. 4th at 255 (citing *Coalition for L.A. Cnty. Planning etc. Interest v. Bd. of Supervisors*, 76 Cal. App. 3d 241, 251 (1977) and *Arenson v. Bd. of Trade of City of Chicago*, 372 F. Supp. 1349, 1359 (N.D. Ill. 1974)); *see also Sternwest Corp. v. Ash*, 183 Cal. App. 3d 74, 76 (1986) (remanding for lodestar enhancement of "2, 3, 4 or otherwise"); *Glendora Cmty. Redev. Agency*, 155 Cal. App. 3d at 479-80 (1984) (multiplier of 12); *In re Pharmaceutical Cases I, II, III*, JCCP Nos. 2969, 2971, 2972 (Super. Ct. San Francisco County Apr. 30, 1999) (multiplier of 5.23); *Vizcaino*, 290 F.3d at 1052-55 (table indicating 24 cases with a lodestar cross check revealing lodestar multipliers as high as 19.6 and an average multiplier of 3.32); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming multiplier of 2.34); *Otero v. Rent-A-Center, Inc.*, Case No. BC217038 (L.A. Super. Ct. 2000) (awarding 2.43 multiplier in wage and hour case). The multiplier is supported by the novelty and difficulty of the matter, the skill displayed to obtain the results, the preclusion of other employment as a result of working on this matter, and the contingent nature of the litigation. Applying a lodestar multiplier of 2.54, the Court finds that an attorney fee of \$4,506,386.14 (i.e., \$4,950,000 gross fee and costs available minus \$443,613.86 in total costs) is appropriate, fair and reasonable.
- d. **Percentage of Recovery Cross-Check:** The percentage of recovery analysis provides a valuable cross-check to test the reasonableness of a fee based on a lodestar multiplier and vice-versa. *Sutter Health Uninsured*

1 *Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009); *Lealao, supra*, 82 Cal.
2 App. 4th at 52 (a percentage of the class recovery “provides a credible
3 measure of the market value of the legal services provided”). Under a
4 percentage of recovery analysis, courts routinely approve a range of 20% to
5 30% of the benefit conferred on the class, with a 25% recovery as the
6 “benchmark.” *Staton v. Boeing Co.*, 327 F.3d 938, 968 (9th Cir. 2003);
7 *Hanlon*, 150 F.3d at 1029. The results, risks, public benefits, rates
8 comparison, and length of the litigation favor awarding fees calculated by
9 applying this low percentage range of Settlement values while also
10 validating the same fee calculated by applying a lodestar plus multiplier.

11 The Court shall have the sole and exclusive jurisdiction and shall be the sole and
12 exclusive venue to decide any and all disputes concerning allocations of attorney fees for
13 all plaintiffs’ counsel involved in the case and to resolve any attorney fee lien issues. The
14 Court hereby awards ninety percent (90%) of the total attorney’s fee award to Class
15 Counsel in the amount of \$4,055,747.53, and ten percent (10%) of the total fee award to
16 Girardi | Keese in the amount of \$450,638.61.

17 The Court awards an incentive of \$5,000 for each primary residence home owned
18 by the Class Representatives.

19 The Court finds all such sums are fair and reasonable and are to be paid by
20 BrassCraft to Class Counsel for attorney fees, costs and Class Representative incentive
21 award payments pursuant to the Settlement. KLWT will then issue payments to Girardi |
22 Keese for both its approved attorney fee allocation and for its approved costs.

23 26. **Notice of Final Order and Judgment to the Class.** Pursuant to Cal. R. Ct.
24 3.771(b), the Claims Administrator shall provide notice of this Final Order and the
25 Judgment to the Settlement Class by posting this Final Order and the Judgment on the
26 settlement website, www.BCyellowbrasssettlement.com, within five (5) days after entry
27 of this Final Order and the Judgment. The Court finds that such notice satisfies the notice
28 requirements of Cal. R. Ct. 3.771(b).

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

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

10 29. **Retention of Jurisdiction.** Nothing in this Order shall preclude any action
11 to enforce the terms of the Settlement as approved by the Court. Without in any way
12 affecting the finality of this Order and the Judgment, the Court expressly retains
13 continuing and exclusive jurisdiction over the Settling Parties, the Settlement Class
14 Members and anyone else who or any law firm that appeared before this Court for all
15 matters related to this Action, including the administration, consummation, interpretation,
16 effectuation, or enforcement of the Settlement Agreement and of this Order, and for any
17 other reasonably necessary purpose, including, without limitation:

- 18 a. Enforcing the terms and conditions of the Settlement Agreement and
19 this Order;
- 20 b. Resolving any disputes, claims, or causes of action that, in whole or
21 in part, are related to or arise out of the Settlement Agreement or this
22 Order (including, without limitation, whether claims or causes of
23 action allegedly related to the Action are or are not barred by this
24 Order, the Judgment, and the Release);
- 25 c. Resolving any disputes, claims, or causes of action that, in whole or
26 in part, are related to or arise out of the Court's award of attorneys'
27 fees and costs herein (including, without limitation, the allocation of
28 any portion of the attorneys' fees and/or costs to any attorney who

1 seeks any portion of the attorneys' fees and/or costs awarded herein
2 and the resolution of any attorney fee and/or cost liens associated
3 with this case);

4 d. Entering such additional orders as may be necessary or appropriate
5 to protect or effectuate this Order and the Judgment, including
6 whether to impose a bond on any parties who appeal this Final Order
7 and the Judgment; and

8 e. Entering any other necessary or appropriate orders to protect and
9 effectuate this Court's retention of continuing jurisdiction, provided,
10 however, that nothing in this Order shall interfere with the Special
11 Master's ability to make final, binding, and non-appealable rulings
12 as prescribed in the Settlement Agreement.

13 30. **Termination**. If the Settlement is not approved by the Court or is otherwise
14 terminated pursuant to the terms of the Settlement Agreement, this Order shall be
15 rendered null and void to the extent provided by and in accordance with the Settlement
16 Agreement.

17 **IT IS SO ORDERED**

18 DATED: 9/29, 2016

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20 **ANN I. JONES**

21 _____
22 Hon. Ann I. Jones
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PROOF OF SERVICE

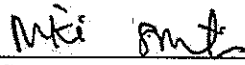
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 500 S. Grand Avenue, Suite 1310, Los Angeles, CA 90071.

On September 19, 2016, I served the foregoing document(s): **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF BRASSCRAFT SETTLEMENT AWARDING ATTORNEY'S FEES, COSTS REIMBURSEMENT AND INCENTIVE AWARDS** to the following parties in this action addressed as follows:

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

Executed on September 19, 2016 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. I am an employee of or agent for Kasdan LippSmith Weber Turner LLP, whose business address is 500 S. Grand Avenue, Suite 1310, Los Angeles, CA 90071.

On September 27, 2016, I served the foregoing document(s): **NOTICE OF AMENDED ORDER GRANTING FINAL APPROVAL OF BRASSCRAFT SETTLEMENT AWARDING ATTORNEY'S FEES, COSTS REIMBURSEMENT AND INCENTIVE AWARDS** to the following parties in this action addressed as follows:

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

Executed on September 27, 2016 in Los Angeles, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



NIKI SMITH