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

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

Plaintiffs,

vs.

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

Defendants.

Case No.: BC493276

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

CLASS ACTION

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

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

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

3 This Third Addendum to the Settlement Agreement¹ executed by the Settling Parties on
4 December 26, 2016, is made and entered into by and between Plaintiffs Miles Houze, Susan
5 Houze, Kevin Ngai, Marcia Price, and Henry Okonkwo (“Plaintiffs”), on behalf of themselves
6 and the Settlement Class, by and through Class Counsel, on the one hand, and Defendant
7 BrassCraft Manufacturing Company (“BrassCraft”), by and through Defense Counsel, on the
8 other hand. This Third Addendum is being entered to include the period defined by the now
9 known date certain for the Effective Date and to make the established Settlement Benefits period
10 clear for Class Members, both in the Settlement documents and in the Claim Forms, and shall
11 modify only the non-material terms of the Settlement Agreement set forth below and according
12 to the terms and conditions herein. All other terms and conditions from the Settlement
13 Agreement shall not be modified in any way and are to remain in full force and effect.

14
15 **Paragraph 1.12 is hereby modified as follows:**

16 1.12. “Date of Manufacture” of the Covered Products means the date stamped on the
17 Covered Products. If no date is stamped on the Covered Product, the Date of Manufacture of the
18 Covered Products may be established by proof of purchase, or the Claimant’s sworn affidavit
19 that either (1) the Covered Product was in a newly constructed Property Unit for which a
20 certificate of occupancy was issued ~~within ten (10) years of the date on the Claim Form~~ during
21 the period December 14, 2006 through December 13, 2016, or (2) that the Covered Product was
22 purchased ~~within ten (10) years of the date on the Claim Form~~ during the period December 14,
23 2006 through December 13, 2016, which the Claimant must submit to the Claims Administrator
24 contemporaneously with a Claim Form. All Claimant affidavits are subject to BrassCraft’s audit
25 rights under Paragraph 6.6.

26 ///

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

Paragraph 5.1.2 is hereby modified as follows:

5.1.2. For each Covered Product that does not have a BrassCraft manufacturer stamp and/or a Date of Manufacture stamp, Class Members must submit, contemporaneously with the Claim Form and photographs depicting Exterior Meringue Deposits as specified in Section 5.1.1(a) and (b), above, 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~~ during the period December 14, 2006 through December 13, 2016, or (2) that the Covered Product was purchased ~~within ten (10) years of the date on the Claim Form~~ during the period December 14, 2006 through December 13, 2016. All Claimant affidavits are subject to BrassCraft's audit rights under Paragraph 6.6.

Paragraph 5.2.2 is hereby modified as follows:

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~~ during the period December 14, 2006 through December 13, 2016, or (2) that the Covered Product was purchased ~~within ten (10) years of the date on the Claim Form~~ during the period December 14, 2006 through December 13, 2016. All Claimant affidavits are subject to BrassCraft's audit rights under Paragraph 6.6.

Paragraph 5.3.2 is hereby modified as follows:

5.3.2. For each Covered Product that does not have a BrassCraft manufacturer stamp and/or a Date of Manufacture stamp, Class Members 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~~ during the period December 14, 2006 through December 13, 2016, or (2) that the Covered Product was purchased ~~within ten (10) years of the date on the~~

1 Claim Form during the period December 14, 2006 through December 13, 2016. All Claimant
2 affidavits are subject to BrassCraft's audit rights under Paragraph 6.6.

3
4 **Exhibit 1 to the Settlement Agreement, Claim Form, at page two is hereby modified**
5 **as follows:**

6 **NOTE:** If the Covered Product does not have a BrassCraft or other Covered Product
7 brand manufacture stamp and/or Date of Manufacture stamp, you must either (1) submit proof of
8 purchase or (2) sign Affidavit "A" at the end of this Claim Form that confirms the Covered
9 Product(s) was in a newly constructed Property Unit for which a certificate of occupancy was
10 issued ~~within ten years of the date on the Claim Form~~ during the period December 14, 2006
11 through December 13, 2016, or that the Covered Product was purchased ~~within ten years of the~~
12 ~~date on the Claim Form~~ during the period December 14, 2006 through December 13, 2016.

13
14 **Exhibit 1 to the Settlement Agreement, Claim Form, at page four, Affidavit of**
15 **Claimant "A", is hereby modified as follows:**

16 **AFFIDAVIT OF CLAIMANT "A"**

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

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

21 ☐ I am making a claim for Exterior Meringue Deposits and the Covered Product(s)
22 was either in a newly constructed Property Unit for which a certificate of occupancy was issued
23 ~~within ten (10) years of the date of the Claim Form~~, during the period December 14, 2006
24 through December 13, 2016, or the Covered Product was purchased ~~within ten years of the date~~
25 ~~of the Claim Form~~ during the period December 14, 2006 through December 13, 2016.

26 ☐ I am making a claim for Leaks and the Covered Product(s) was either in a newly
27 constructed Property Unit for which a certificate of occupancy was issued ~~within ten (10) years~~
28 ~~of the date of the Claim Form~~, during the period December 14, 2006 through December 13,

1 2016, or the Covered Product was purchased ~~within ten years of the date of the Claim Form,~~
2 during the period December 14, 2006 through December 13, 2016.

3 ☐ I am making a claim for Occlusions and the Covered Product(s) was either in a
4 newly constructed Property Unit for which a certificate of occupancy was issued ~~within ten (10)~~
5 ~~years of the date of the Claim Form,~~ during the period December 14, 2006 through December 13,
6 2016, or the Covered Product was purchased ~~within ten years of the date of the Claim Form,~~
7 during the period December 14, 2006 through December 13, 2016.

8
9 DATED: December 27, 2016

KASDAN LIPPSMITH WEBER TURNER LLP

10 By: 

11 KENNETH S. KASDAN
12 GRAHAM B. LIPPSMITH
13 MICHAEL D. TURNER
14 BRYAN M. ZUETEL
JACLYN L. ANDERSON
Attorneys for Plaintiffs

15 DATED: December 27, 2016

ANSA ASSUNCAO, LLP

16
17 By: 

18 ROBERT A. ASSUNCAO
19 Attorneys for Defendant BrassCraft
20 Manufacturing Company
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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 December 28, 2016, I served the foregoing document(s): **THIRD ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE AS TO DEFENDANT BRASSCRAFT MANUFACTURING COMPANY** 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 December 28, 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.



LAURA EVANS