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Superior Court of California  
County of Los Angeles

JAN 04 2017

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

**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**

**[PROPOSED] ORDER APPROVING  
THIRD ADDENDUM TO  
SETTLEMENT AGREEMENT**

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

**BY FAX**

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**[PROPOSED] ORDER**

Upon consideration of the Stipulation and Request that the Court Approve Third Addendum to Settlement Agreement between Plaintiffs and Defendant BrassCraft Manufacturing Company, and good cause appearing therefore, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. The Third Addendum to Class Action Settlement Agreement and Release as to Defendant BrassCraft Manufacturing Company (“Third Addendum”) attached hereto as **Exhibit A** is approved both as to form and content;
2. The Third Addendum is incorporated into the BrassCraft Settlement Agreement from the date of the Court’s Order thereon;
3. The Claims Administrator is ordered to post the Third Addendum, the amended Claim Form, and this Order Approving the Third Addendum to the Settlement website within five days of the date of this Order; and
4. The Claims Administrator is under no obligation to provide additional notice to the Class given that the Third Addendum does not make any material changes to the Settlement Agreement.

**IT IS SO ORDERED.**

DATED: 1-4, 2017

**ANN I. JONES**  
\_\_\_\_\_  
HON. ANN I. JONES  
Attorneys for Plaintiffs

# **EXHIBIT A**

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

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

1                   **Paragraph 5.1.2 is hereby modified as follows:**

2                   5.1.2. For each Covered Product that does not have a BrassCraft manufacturer stamp  
3 and/or a Date of Manufacture stamp, Class Members must submit, contemporaneously with the  
4 Claim Form and photographs depicting Exterior Meringue Deposits as specified in Section  
5 5.1.1(a) and (b), above, proof of purchase, or a sworn affidavit that either (1) the Covered  
6 Product was in a newly constructed Property Unit for which a certificate of occupancy was  
7 issued ~~within ten (10) years of the date on the Claim Form~~ during the period December 14, 2006  
8 through December 13, 2016, or (2) that the Covered Product was purchased ~~within ten (10) years~~  
9 ~~of the date on the Claim Form~~ during the period December 14, 2006 through December 13,  
10 2016. All Claimant affidavits are subject to BrassCraft’s audit rights under Paragraph 6.6.

11  
12                   **Paragraph 5.2.2 is hereby modified as follows:**

13                   5.2.2. For each Covered Product that does not have a BrassCraft manufacturer stamp  
14 and/or a Date of Manufacture stamp, Claimants must submit, contemporaneously with the Claim  
15 Form, proof of purchase, or a sworn affidavit that either (1) the Covered Product was in a newly  
16 constructed Property Unit for which a certificate of occupancy was issued ~~within ten (10) years~~  
17 ~~of the date on the Claim Form~~ during the period December 14, 2006 through December 13,  
18 2016, or (2) that the Covered Product was purchased ~~within ten (10) years of the date on the~~  
19 ~~Claim Form~~ during the period December 14, 2006 through December 13, 2016. All Claimant  
20 affidavits are subject to BrassCraft’s audit rights under Paragraph 6.6.

21  
22                   **Paragraph 5.3.2 is hereby modified as follows:**

23                   5.3.2. For each Covered Product that does not have a BrassCraft manufacturer stamp  
24 and/or a Date of Manufacture stamp, Class Members must submit, contemporaneously with the  
25 Claim Form, proof of purchase, or a sworn affidavit that either (1) the Covered Product was in a  
26 newly constructed Property Unit for which a certificate of occupancy was issued ~~within ten (10)~~  
27 ~~years of the date on the Claim Form~~ during the period December 14, 2006 through December 13,  
28 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**

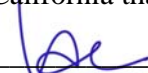
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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.

  
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LAURA EVANS

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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On December 28, 2016, I served the foregoing document(s): **[PROPOSED] ORDER APPROVING THIRD ADDENDUM TO SETTLEMENT AGREEMENT** 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.

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