

EXHIBIT 2

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made and entered into as of this ___ day of April, 2019, by Charles Handly and Kevin Reuss (“Plaintiffs”), on behalf of themselves and the Settlement Class, as defined below, and Defendant Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens (“Porcelana”), to settle, fully and finally, all of the claims that have been or could have been brought in two putative class-action lawsuits against Porcelana relating to certain toilet tanks described below.

1. A dispute has arisen between the Parties concerning certain Vortens™ toilet tanks specifically defined in Section I, ¶K;

2. Plaintiffs filed a putative class-action lawsuit alleging, among other things, that the Class Toilet Tanks are defective in that the tanks suddenly and spontaneously crack;

3. Porcelana categorically denies Plaintiffs’ allegations, denies that it has committed or engaged in any misconduct, wrongdoing, or other actionable conduct, denies that the Class Toilet Tanks are defective, denies that the tanks spontaneously crack, denies all liability, and asserts numerous defenses to Plaintiffs’ allegations;

4. The Parties to this Agreement, after engaging in extensive motion practice, including filing motions to dismiss, motions to strike class allegations, summary judgment motions, and after engaging in significant discovery—which included production and analysis of hundreds of thousands of pages of documents; conducting extensive interviews of named plaintiffs and putative class members; multiple international trips for depositions and site inspections; non-destructive and destructive testing; party and fact depositions; expert designations, reports, and expert depositions—and after conducting three formal mediations with the help and oversight of two highly experienced mediators, now wish to resolve all claims, disputes, and differences among them;

5. Class Counsel has reviewed and analyzed the documents produced by Porcelana and those obtained via their own investigation; consulted with experts; examined and considered the benefits to be provided to the Settlement Class Members under the Settlement provided for in this Agreement; considered the applicable laws of the State of Texas and federal declaratory and injunctive authority, and the claims that could be asserted under those laws regarding Class Toilet Tanks; considered the risks, costs, and time associated with prosecuting this case through one or more trials and appeals; and believe the Agreement to be in the best interest of the Settlement Class Members, taking into account the risks and costs of continued litigation, and the length of time that would be required to complete the litigation and any appeals;

6. Porcelana has at all times disputed, and continues to dispute, Plaintiffs’ allegations in the Lawsuit and denied any liability for any of the claims that have or could have been raised regarding the Class Toilet Tanks by Plaintiffs or Settlement Class Members, but believes that the comprehensive resolution of the issues in the Lawsuit as provided in this Agreement will avoid the substantial costs and disruptions of continued litigation, is in the best

interest of the Settlement Class, and is in the best interests of Porcelana, and is the most effective and least costly resolution of the Lawsuit;

7. The Parties understand, acknowledge, and agree that this Agreement constitutes the compromise of disputed claims and that it is their mutual desire and intention that the Lawsuit be settled and dismissed, on the merits and with prejudice, and that the Released Claims be finally and fully settled and dismissed, subject to and according to the below terms and conditions.

NOW, THEREFORE, the Parties agree and covenant as follows:

I. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- A. “Action” or “Lawsuit” means the following putative class-action lawsuit pending, as of the date of this Agreement, in the United States District Court for the Eastern District of Texas – Sherman Division: Case No. 4:19-cv-00248, styled *Mark and Amber Fessler, Andrew Hocker, Kevin Reuss, Matthew Carreras, Charles and Michelle Handly, Aaron and Stacey Stone, and Daniel And Sharon Sousa on Behalf of Themselves and Those Similarly Situated,, and Defendant Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens*.
- B. “Administration and Notice Expenses” means reasonable fees and expenses incurred for (1) preparing, mailing, and emailing the Summary Notice and FAQ; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Settlement Class Members for compensation under this Settlement, including the costs of administering a Settlement Website for the review of the Settlement Notice and submission of claims; (4) receiving and processing Objections to the Settlement and Opt-Out Forms submitted by Settlement Class Members who wish to exclude themselves from the Class; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims; and (8) other costs of notice and administration of the Settlement that may be mutually-agreed upon by Porcelana and Class Counsel.
- C. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release and the exhibits attached hereto.
- D. “Attorney Fees and Expenses” means the amount of any attorney fees and reimbursement of litigation expenses awarded to Class Counsel pursuant to their Fee Petition.
- E. “Claim” or “Claims” means any and all past, present, future or potential claims, demands, losses, suits, proceedings, payment of obligations, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of

money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including, without limitation, court costs and attorneys' fees), requests for relief of any kind, statutory or regulatory obligations, judgments or any liabilities of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, matured or un-matured, accrued or unaccrued, whether in law or equity, whether sounding in tort, contract, equity, nuisance, trespass, negligence or strict liability, and which have been, could have been, or may be asserted by or on behalf of any person.

- F. "Claimants" mean all Settlement Claims Members who do not properly opt out of the Settlement and who submit claims during the Claims Period.
- G. "Claims Deadline – Damages Group" means 135 days after Final Approval.
- H. "Claims Deadline – Replacement and Installation Group" means twelve (12) months from Notice Date.
- I. "Claim Form" means the form attached as Exhibit D, to be approved by the Court and to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim.
- J. "Class Counsel" means Nathan Scott Carpenter and Rebecca Bell-Stanton of Carpenter & Schumacher, P.C.
- K. "Class Toilet Tank" or "Class Tank" means a Vortens[™] Tank manufactured between January 1, 2011 and December 31, 2011 and bearing either model number 3412 or 3464.
- L. "Class Representatives" or "Plaintiffs" means Charles and Michelle Handly and Kevin Reuss.
- M. "Court" means the United States District Court for the Eastern District of Texas – Sherman Division.
- N. "Damages Group" means Settlement Class Members defined in the Stipulated Settlement Terms as: *All owners of a Vortens[™] tank model #3412 or #3464 manufactured between January 1, 2011 and December 31, 2011 that fractured between date of manufacture and present (date of certification) and resulted in property damages.*
- O. "Defendant" means Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens.
- P. "Distribution Centers" are locations (Exhibit A) holding inventory product designated for use as compatible replacement tanks for model numbers #3412 and #3464.

- Q. “Distribution Center Program” is a program available to eligible Settlement Class Members who reside within a 100-mile radius of a designated Distribution Center.
- R. “Effective Date” means the first date that is three business days after all of the following have occurred: (i) the Court has entered an order granting final approval of the Settlement Agreement in accordance with the terms of this Agreement; (ii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iii) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected. For purposes of this paragraph, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s Attorney Fees and Expenses or the Service Awards to the Class Representatives.
- S. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Settlement Class in accordance with this Agreement, (i) to determine whether to grant final approval to (a) re-affirm certification of the Settlement Class, (b) designate Class Representatives, (c) designate Class Counsel as counsel for the Settlement Class, and (d) the Settlement; (2) to consider whether to enter the Final Approval Order, and (3) to rule on Class Counsel’s Fee Petitions.
- T. “FAQ” means the long-form notice to the Settlement Class in the form of Frequently Asked Questions and Answers attached as Exhibit E, to be approved by the Court and posted on the Settlement Website in accordance with this Agreement.
- U. “Fee Petition” means the application to be filed by Class Counsel by which they will seek an award of attorney fees and reimbursement of litigation expenses incurred by them in prosecuting the Lawsuits, and all aspects of the settlement of them, as well as a Service Award to be paid to Plaintiffs.
- V. “Final Approval Order” means the proposed Order Granting Final Approval to the Settlement, to be entered by the Court as contemplated by Section III.B.
- W. “Notice Date” means the date on which the Settlement Administrator initiates Summary Notices to Class Members.
- X. “Notice of Claim Denial” means the form that the Settlement Administrator will send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.
- Y. “Opt-Out” means the process by which a member of the Settlement Class may submit a request for exclusion in the manner and time prescribed by the Court in the Preliminary Approval Order.
- Z. “Parties” means Plaintiffs and Porcelana, collectively.

- AA. “Person” means any natural person.
- BB. “Plaintiff” or “Class Representative” means Charles and Michelle Handly and Kevin Reuss.
- CC. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with the terms and substantially in the form of Exhibit F attached to this Agreement.
- DD. “Publication Notice” means the proposed notice, with the terms and form of Exhibits B-E attached to this Agreement, to be approved by the Court and to be published in accordance with the notice plan set forth in Section III.A.5 and Section V of this Agreement.
- EE. “Qualifying Photograph,” as required by Section IV means a photograph of the interior of the Class Tank with the date and model number displayed within the photograph through some reasonable means.
- FF. “Released Claims” means all claims released by Plaintiffs and all Settlement Class Members pursuant to the release and waiver set forth in Section IX of this Agreement.
- GG. “Releasees” means (i) Defendant, together with its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendant’s past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Class Toilet tanks.
- HH. “Replacement and Installation Group” means Settlement Class Members who are defined in the Stipulated Settlement Term as: *All owners of a Vortens™ tank model #3412 or #3464 manufactured between January 1, 2011 and December 31, 2011 that (1) have not cracked; or (2) experienced a crack from which no other property damage occurred.*
- II. “Service Award” means a reasonable payment, subject to Court approval, made to a Plaintiff as compensation for his efforts in pursuing these Actions.
- JJ. “Settlement” means the settlement provided for in this Agreement.
- KK. “Settlement Administrator” means Epiq | Hilsoft Notifications.
- LL. “Settlement Class” means all persons in the United States and its territories who (i) purchased a Class Tank, or (ii) acquired a Class Tank as part of the purchase of a home, residence, or structure. Excluded from the Settlement Class are (i) officers, directors, and employees of Porcelana or its parents, subsidiaries, or affiliates, (ii) insurers of Settlement Class Members, (iii) subrogees or all entities claiming to be subrogated to the rights of a Class Tank purchaser, a Class Tank

owner, or a Settlement Class Member, and (iv) issuers or providers of extended warranties or service contracts for Class Toilet tanks.

- MM. “Settlement Class Member” means all Persons who are members of the Settlement Class who do not Opt-Out.
- NN. “Settlement Website” means a website created by the Settlement Administrator to facilitate notice and claims administration, as detailed in Section III.A.5, Section V, and Section VI.B.2.c of this Agreement.
- OO. “Summary Notice” means the proposed notice attached as Exhibit C, to be approved by the Court and to be mailed by the Settlement Administrator to each address of record in Porcelana’s databases (after being run through the National Change of Address database), and emailed to Settlement Class Members for whom valid email addresses are known to Porcelana.
- PP. “Valid Claim” means a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information, and documentation required for that Settlement Class Member to be eligible to receive one or more of the benefits provided in Section IV of this Agreement.

II. CONDITIONAL CERTIFICATION OF NATIONWIDE SETTLEMENT CLASS

For purposes of implementing this Agreement, and for no other purpose, Porcelana stipulates to the conditional certification of the Settlement Class.

III. REQUIRED EVENTS

- A. As soon as practicable after executing this Agreement, the Parties shall take all necessary steps to file with the Court this Agreement and a joint motion seeking entry of the Preliminary Approval Order, which by its terms shall accomplish all of the following:
1. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;
 2. Conditionally certify the Settlement Class for purposes of effectuating the Settlement;
 3. Designate Plaintiffs as the Class Representatives;
 4. Designate Class Counsel as counsel for the Settlement Class;
 5. Designate Epiq | Hilsoft Notifications as the Notice Provider and Claims Settlement Administrator and instruct the Settlement Administrator to

perform the following functions in accordance with the terms of this Agreement, the Preliminary Approval Order, and the Final Approval Order:

- a. Disseminate the Summary Notice;
- b. Establish the Settlement Website with the Settlement Agreement, FAQ, and other information that Porcelana and Lead Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Petition, plus relevant orders of the Court;
- c. Establish a toll-free telephone number that Class Members can call to request hard copies of the Claim Forms and FAQ be sent to them by mail and obtain additional information regarding the Settlement. This should be accomplished before mailing the Settlement Notice or publishing Publication Notice.
- d. Receive, evaluate, and either approve completed Claim Forms sent by Persons seeking to receive compensation as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;
- e. Subject to the provisions of Section V, ¶4 of this Agreement, thirty days before mailing Notices of Claim Denial, provide to Porcelana and Class Counsel (i) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims; and (ii) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Porcelana and Class Counsel shall then have an opportunity to review the Valid Claims and the Notices of Claim Denial and request a meet and confer should they decide to challenge any Valid Claims or Notices of Claim Denial. In the event Lead Counsel challenges a Notice of Claim Denial, that Notice shall not be sent to the Class Member until Class Counsel and counsel for Defendant meet and confer to arrive at a resolution. Legitimate grounds for Porcelana and Class Counsel to challenge a claim shall include, but are not limited to, inadequate documentation and inconsistency with Porcelana's records.
- f. Effect Publication Notice through appropriate media for the Settlement Class. Publication notice shall take the form attached as Exhibits B-E to this Agreement.

- g. Send, by first-class United States Mail, to each Person who has submitted a Claim Form that the Settlement Administrator has determined not to be a Valid Claim, and which has not been challenged by Lead Counsel, a Notice of Claim Denial. Such a person shall have 30 days to cure the reason for any denial.
 - h. Process requests for exclusion from the Settlement in accordance with this Agreement;
 - i. Process objections to the Settlement in accordance with this Agreement;
 - j. Within 30 days after the payment of all Valid Claims for monetary compensation by the Settlement Administrator, provide to Porcelana and Class Counsel, under penalty of perjury, a statement of the total number of claims submitted (in total and by category of benefit), the total number of claims adjudicated as Valid Claims (in total and by category of benefit), and the total dollar amount paid to Settlement Class Members (in total and by category of benefit).
6. Approve the form, contents, and methods of notice to be given to the Settlement Class and direct the Settlement Administrator to provide and cause to be provided such notices and to file with the Court a declaration detailing the scope, methods, and results of the notice program.
 7. Establish procedures and schedule deadlines for Settlement Class Members to object to the Settlement or certification of the Settlement Class, to exclude themselves from the Settlement, and to submit Claim Forms to the Settlement Administrator, all consistent with the terms of this Agreement.
 8. Schedule the Fairness Hearing; and
 9. Schedule deadlines for the filing of (a) papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement; (b) Class Counsel’s Fee Application; and (c) objections to certification of the Settlement Class, to the designation of Plaintiffs as the representatives of the Settlement Class, to the appointment of Class Counsel as counsel for the Settlement Class, or to the Settlement.
- B. At the Fairness Hearing, Porcelana and Class Counsel will jointly request the Court to enter a Final Approval Order that (1) certifies the Settlement Class, designates Plaintiffs Charles Handly and Kevin Reuss as Class Representatives, and designates Class Counsel as counsel for the Settlement Class; (2) grants final approval of the Settlement and this Agreement as fair, reasonable, and adequate to

the Settlement Class Members; (3) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement, with each of the Parties to bear its, his, or her own costs and attorney fees, except as provided in Section VIII below; (5) authorizes the payment by Porcelana of Valid Claims approved by the Settlement Administrator as Valid Claims, and otherwise reviewed by Class Counsel and Counsel for Porcelana and determined to be Valid Claims, in accordance with the terms of the Agreement; and (6) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Agreement. In addition, Class Counsel will move the Court for entry of a separate order approving the following: (1) Service Awards to Plaintiffs as described in this Agreement, and (2) attorney fees and costs to Class Counsel in an amount as approved by the Court and consistent with the terms of this Agreement.

- C. Porcelana, Plaintiffs, and Class Counsel will cooperate and take all reasonable actions to accomplish the above. If the Court fails to enter either the Preliminary Approval Order or the Final Approval Order, Porcelana, Plaintiffs, and Class Counsel will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court.

IV. SETTLEMENT BENEFITS

The 2011 Settlement Class provides benefits to the following:

All owners of Vortens™ toilet tank models #3464 or #3412 manufactured between January 1, 2011 - December 31, 2011.

- A. Replacement and Installation Group Benefits.
1. Eligible Class Members are allowed reimbursement of up to \$300 per tank inclusive of acquiring a replacement tank and installation. Receipts for installation will be required to support reimbursement request.
 - a. Past replacement (pre-notice) without receipts, which was not previously paid via direct claim to Porcelana may submit a declaration and proof of home building year/ownership and receive up to \$150 reimbursement per tank.
 - b. Past replacement (pre-notice) with receipts, which claim has not already been paid via direct claim to Porcelana, may submit receipts and proof of home building year/ownership and receive up to \$300 reimbursement per replacement tank and installation.
 2. Eligible Class Members may elect to participate in the "Distribution Center Program" rather than selection of Replacement and Installation monetary

benefits. The Program is available to eligible Settlement Class Members who reside within a 100-mile radius of a designated Distribution Center (Exhibit A). Defendant will provide replacement tanks to distributors in designated geographic areas where tanks were distributed in 2011. Replacement product will be continued to be provided as needed through the conclusion of the claim period.

3. For class member not electing replacement during the Claim Period, the warranty on these tanks will be extended to December 31, 2021.
4. Class members previously receiving replacement product from Porcelana contingent on executing a warranty waiver will receive notice that the product warranty is in force for five years from the date of the release.

B. Damages Group Benefits.

1. Damages Settlement Class Members are entitled to recovery for unreimbursed out-of-pocket expenses incurred as a result of a cracked or broken tank as follows:
 - a. Damages Settlement Class Members providing documentary proof of ownership and expenses¹ are entitled to 100% reimbursement of out-of-pocket expenditures not to exceed an amount greater than a total of \$4,000.
 - b. Damages Settlement Class Members that do not possess approved expense documentation may submit a signed declaration under oath attesting to damages and payment details.² Reimbursement by Sworn Declaration is limited to cost reimbursement for product replacement expenses incurred not to exceed an amount greater than a total of \$150 per eligible tank
2. Porcelana will not pay claims previously paid by Porcelana and secured by a release as determined solely by the third-party claims administrator.

¹ Documentary proof of ownership includes home purchase documents, installer records, builder records, deed information and qualifying photographic proof of tank ownership. Documentary proof of expenses includes records such as receipts, invoices, insurance claim records, and/or sufficient banking/credit purchase or expenditure documentation.

² The Declaration must also be accompanied by documentary proof of ownership as outlined in footnote 1.

C. Additional Benefit Considerations.

1. As set forth more fully below, to qualify for any compensation described in this Section IV, a Settlement Class Member must timely submit to the Settlement Administrator a properly completed Claim Form.
2. To be eligible for benefits, a claimant must prove membership in the Settlement Class by providing a valid Class Tank model and manufacturing date combination on the Claim Form that proves that the claimant is a Settlement Class Member. If the claimant does not provide a valid Class Tank model and manufacturing date combination that proves that the claimant is a Settlement Class Member, then the claimant will be entitled to limited compensation or benefits on the basis of an accepted Declaration executed under oath.
3. Where a claimant must prove the fact of a prior replacement to receive one of the benefits available under this Agreement, a claimant must prove the fact of such repair by submitting sufficient documentary proof. Sufficient documentary proof includes photographs, service tickets, service receipts, copies of checks, and credit card statements. If the documentary proof is insufficient to demonstrate that a repair in fact occurred, then the claimant will not be entitled to compensation for benefits that require such proof.
4. Where a claimant must prove the fact of repair and the amount of out-of-pocket costs incurred for the repair to receive one of the benefits available, a claimant must prove the fact of repair and amount of out-of-pocket costs incurred for the repair by submitting sufficient documentary proof. Sufficient documentary proof must establish the fact of repair and amount of out-of-pocket costs incurred for the repair and that the claimant actually paid out-of-pocket any amounts shown. Sufficient documentary proof includes photographs, service receipts, service tickets, credit card statements, and copies of checks.
5. Porcelana will search and analyze its Customer Information and all Claims Databases to attempt to identify Settlement Class Members. To the extent practicable, the Settlement Administrator will prepopulate Settlement Class Member claim forms with the information from the Customer Information Databases necessary for the Settlement Class Member to make a claim for benefits. Settlement Class Members who are not identified by this process may obtain a unique claim identification number by submitting their Class Tank's valid model and manufacturing date combination, together with their name and certain contact information, on the Settlement Website.
6. Approximately 3 months after the Notice Date, the Settlement Administrator will provide an electronic reminder notice (i.e., an email) of the benefits available under Section IV to Settlement Class Members. The

Settlement Administrator will not provide reminder notices through non-electronic means (e.g., U.S. mail).

7. Deadline to Submit a Claim Form for Damages Reimbursement Benefits: Except as otherwise provided in this Agreement, Settlement Class members will have up to 135 days after the Final Approval to submit a Claim Form for a Damages settlement payment (Section IV.2). These Claims Deadlines are a material term of the Settlement, without which Porcelana would not have entered into this Agreement.

V. SETTLEMENT ADMINISTRATION AND NOTICE EXPENSES

- A. All notice, publication and claims administration activities shall be carried out exclusively by the Settlement Administrator, including the evaluation of documentary proof submitted by Settlement Class Members. Porcelana shall establish a dedicated toll-free telephone number for Settlement Class Members to contact Porcelana to participate in the direct Replacement and Installation Program offered at the Designated Distribution Centers (Exhibit A) schedule installation service and to pay on behalf of such Settlement Class Members repair part and labor costs under Sections IV. of this Agreement. The dedicated toll-free telephone number shall be set forth in the FAQ, Summary Notice, and Publication Notice and reminder email along with instructions on how such claimants may contact Porcelana to receive the benefits provided for in this Agreement.
- B. Porcelana agrees to pay for reasonable Administration and Notice Expenses. Porcelana shall not be responsible for any cost that may be incurred by Plaintiffs or Class Counsel in (a) responding to inquiries about the Agreement, the Settlement, or the Lawsuits; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed. Porcelana shall be required to pay the reasonable costs, if any, billed by the Settlement Administrator with respect to work performed by the Settlement Administrator to provide information to the Court regarding the notice and settlement administration process related to challenges or objections to the Agreement or the Settlement.
- C. Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send a written notice of deficiency to the Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member no more than 30 days to cure the deficiency.
- D. If any Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, the Settlement Administrator shall send the claim to Porcelana for Porcelana to determine the claim's validity. Porcelana's determination shall be final and binding unless Class Counsel, within 30 days of notification of Porcelana's determination, contests Porcelana's determination by first attempting to resolve the claim in dispute directly with Defendant's counsel,

and if those efforts are unsuccessful, by presenting the matter for determination by the Court.

- E. The Parties agree that Epiq will serve as the Settlement Administrator, subject to the Court's approval.
- F. All decisions regarding notice and settlement administration shall be made jointly between Porcelana and Class Counsel. Class Counsel and counsel for Porcelana shall have the ability to communicate with the Settlement Administrator without the need to include each other in each of those communications. Disputes, if any, shall be resolved by the Court. This includes any disputes over whether a particular class member is entitled to recover a particular claim for relief.
- G. The Settlement Administrator will mail the Summary Notice to each Settlement Class Member for whom an address can be found in the Customer Information Databases and also provide email notice to all Settlement Class Members for whom valid email addresses can be found in the Customer Information Databases. The Settlement Administrator will perform a national change of address search and forward notice packages that are returned by the U.S. Postal Service with a forwarding address. The Settlement Administrator also will provide Publication Notice to the Settlement Class Members using appropriate media outlets, and all media notices shall be approved by Porcelana and Class Counsel before the notices are published. The Settlement Administrator will mail a copy of the Claim Form to Settlement Class Members who request a hardcopy form.
- H. The Settlement Administrator will create a Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the FAQ, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Porcelana and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, Class Counsel's Fee Petition, plus relevant orders of the Court.
- I. The Settlement Administrator will provide to Class Counsel and Porcelana periodic status reports regarding claims.
- J. The Parties agree that the Summary Notice, FAQ, Publication Notice, Claim Form, and Settlement Website provide information sufficient to inform Settlement Class Members of the essential terms of this Agreement, appropriate means for obtaining additional information regarding the Agreement and the Lawsuits, appropriate information about the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so, and appropriate means for and information about submitting a claim for compensation pursuant to the Settlement. The Parties also agree that the dissemination of notice of the Settlement in the manner specified in this Agreement and on the Settlement

Website satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

- K. The Parties will jointly request the Court to approve, in the Preliminary Approval Order, the method of notice described in this Agreement.
- L. The Parties submitted their Motion for Preliminary Approval of the Settlement Class with the Court and Porcelana complied with the notice provisions of the Class Action Fairness Act, 28 U.S.C. section 1715.
- M. Within fifty (50) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator will file with the Court a declaration of compliance with this plan of notice, including a statement of the number of persons to whom the Summary Notice was mailed and emailed.

VI. PROCEDURES FOR SETTLEMENT APPROVAL

- A. The Parties shall use their best efforts to effectuate this Agreement, including cooperating in drafting the preliminary approval documents and securing the prompt, complete, and final dismissal, with prejudice, of the Lawsuit.
- B. Preliminary Approval.
 - 1. The Parties have jointly moved the Court for preliminary approval of the Settlement; for authorization to publish the Publication Notice and to disseminate the Summary Notice contemplated by this Agreement to all members of the Settlement Class. The Motion included a proposed Preliminary Approval Order, proposed forms of the Summary Notice, Publication Notice, and Claim Form, and the methods and proposed dates of their dissemination to the Settlement Class, and the proposed schedule through final approval of the Agreement.
 - 2. The deadlines established in the proposed Preliminary Approval Order are anticipated as follows:
 - a. Scheduling a date for the Final Approval Hearing that is no later than 110 Days after the date of the entry of the Preliminary Approval Order, for final approval of this Settlement, resolution of any objections to this Settlement, and dismissal with prejudice of the relevant representatives claims;
 - b. Directing the Settlement Administrator to mail the Class Notice within 21 Days of the entry of the Preliminary Approval Order (the "Initial Notice Date") to persons for whom the parties have

addresses, using first class mail, and having first updated the addresses using the National Change of Address database;³

- c. Directing the Settlement Administrator to post the Class Notice and the Agreement on a website with the domain name "www.VortensSettlement.com" within 21 Days of the entry of the Preliminary Approval Order;
- d. Requiring that any member of the Settlement Class who desires to request exclusion from the Settlement Class submit to the Settlement Administrator an appropriate, timely request for exclusion in the form set forth in the Class Notice to the address stated in the Class Notice on or before a date set by the Court;
- e. Requiring the Settlement Administrator file a list of all persons objecting or requesting exclusion within 5 Days after the expiration of the Deadline for Exclusion and/or Objections;
- f. Requiring that any Settlement Class Member who objects or requests to intervene shall make themselves available to be deposed by Class Counsel and counsel for Defendants in the county of the objector's or intervener's residence within 10 Days of service of his or her timely written objection or motion to intervene;
- g. Requiring that any responses to objections or motions to intervene must be filed with the Court and served upon all Counsel on or before a date set by the Court that is no later than 14 Days prior to the Fairness and Final Approval Hearing;
- h. Requiring that Class Counsel, and any party's counsel, and/or law firms who have already entered appearances for Settlement Class Members or Named Plaintiffs must file and serve their Application(s) for expense reimbursement and requested attorney fees on or before a date set by the Court that is no later than 45 Days from the date of entry of the Preliminary Approval Order;
- i. Requiring any objection to the Application(s) be filed with the Court and served on Counsel on or before a date set by the Court that is no later than 70 Days from the date of entry of the Preliminary Approval Order;
- j. Requiring Class Counsel to file and serve any reply in support of their Application(s) on or before a date set by the Court that is no

³ These addresses include the Mailing Lists broadly described in the Notice Plan Outline prepared by Epiq | Hilsoft Notifications (Exhibit B) as well addresses provided by Porcelana for claims previously denied.

later than 90 Days from the date of entry of the Preliminary Approval Order.

3. For the purpose of computing deadlines, the Parties incorporate Federal Rule of Civil Procedure 6(a)(1).

C. Final Approval.

1. At the Fairness Hearing, the Parties will jointly request the Court to enter a Final Approval Order, which (i) grants final approval of the certification of the Settlement Class, designation of the Class Representatives, and designation of Class Counsel, all as conditionally approved in the Preliminary Approval Order; (ii) grants final approval to the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class; (iii) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (iv) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Lawsuits, and incorporates the releases and covenant not to sue stated in this Agreement; (v) authorizes the payment by Porcelana of claims approved by the Settlement Administrator as Valid Claims in accordance with the terms of the Agreement; and (vi) preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Agreement.
2. In addition, Class Counsel will move the Court for entry of a separate order approving: (1) Service Awards as set forth herein; and (2) attorney fees and costs to Class Counsel.

VII. REQUESTS FOR EXCLUSION & OBJECTIONS

- A. Any member of the Settlement Class shall have the right to Opt-Out. The written request for exclusion must be postmarked no later than a deadline to be set by the Court, which deadline shall be set forth in the Summary Notice, FAQ, and Publication Notice. These Notices shall provide instructions to individuals who wish to exclude themselves from the Settlement Class regarding the Opt-Out Procedure that must be followed to be excluded from the Settlement Class.
- B. The Notices also shall state that any Class Member who wishes to appear to oppose the reasonableness and fairness of the Settlement at the Fairness Hearing must file with the Court an objection in writing, stating the basis of the objection. Objections must also be served on Lead Counsel and counsel for Porcelana by the stated deadline. Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the model number and serial number of the Class Tank the Class Member owns or owned, with documentary proof of ownership, as described in section IV(2)(a); (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all

supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

- C. Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.
- D. Any Class Member who does not so object by the timely filing and delivery of an objection (pursuant to the procedures set forth in the Notice) to the Court and to counsel for the Parties, shall be deemed to have waived, and shall forever be foreclosed from raising, any objection to the Settlement.

VIII. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEY FEES AND COSTS AND SERVICE AWARDS TO PLAINTIFF

- A. As part of this Settlement, Attorney Fees and Costs and Service Awards do not reduce the amount of money available to pay Valid Claims submitted by Settlement Class Members or the amount of money to be paid for work performed by the Settlement Administrator.
- B. The amount of attorney fees and costs to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court.
- C. Within five days of 1) the Effective Date or 2) the final resolution of all appeals and/or objections to Class Counsel's Fee Application, whichever is later, Defendant shall pay any Court-approved amount of attorney fees and costs in the form of one or more checks or wire transfers delivered into trust accounts to be identified by Class Counsel. Class Counsel shall provide to Defendant's counsel in a timely manner all wiring and account information necessary to enable Porcelana to make such deposits within the time required.
- D. Defendant shall not oppose a Service Award of \$7,500 to Charles and Michelle Handly⁴ or to Kevin Reuss to compensate them for their efforts in pursuing litigation on behalf of the Settlement Class. This agreed amount will be subject to Court approval and will be included in Class Counsel's Fee Petitions.

⁴ The Handly Service Award of \$7,500 is a singular award as to Charles and Michelle Handly jointly.

- E. Any issues relating to attorney fees and costs or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorney fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above.

IX. RELEASES

- A. Plaintiffs and all Settlement Class Members who do not timely exclude themselves from the Settlement do forever release, acquit, and discharge Releasees from all manner of actions, causes of action, administrative claims, demands, debts, damages, costs, attorney fees, obligations, judgments, expenses, or liabilities for economic loss, in law or in equity, whether now known or unknown, contingent or absolute, including all claims that Plaintiffs or Settlement Class Members now have or, absent this Agreement, may in the future have had, against Releasees, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred up to and including the Effective Date of this Agreement, and that arise from or relate to any of the defects, malfunctions, or inadequacies of the Class Toilet Tanks that are alleged or could have been alleged in the Lawsuit, or to any act, omission, damage, matter, cause, or event whatsoever arising out of the initiation, defense, or settlement of the Lawsuit or the claims or defenses asserted in the Lawsuit, including without limitation all claims for out-of-pocket expense, diminution-in-value, benefit-of-the-bargain, cost-of-repair, or cost-of-replacement damages (the "Released Claims").
- B. By executing this Agreement, the Parties acknowledge that, upon entry of the Final Approval Order by the Court, the Lawsuit shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Final Approval Order shall provide for and effect the full and final release, by Plaintiffs and all Settlement Class Members, of all Released Claims.
- C. Future or Unknown Harm and Waiver of Statutory Rights: It is possible, although unlikely, that other injuries, damages, losses, or future consequences or results of the sale, purchase, use, non-use, need for repair, or repair of the Class Toilet Tanks are not currently known by Plaintiffs and Settlement Class Members and will develop or be discovered. The Release in this Agreement, and the compromise on which it is based, is expressly intended to cover and include a release by Plaintiffs and each Settlement Class Member of all such future injuries, damages, losses, or future consequences or results, with the exception of personal injury claims, which are expressly not released. The Release in this Agreement includes a release and waiver of all rights, causes of actions, claims, and lawsuits against the Releasees that may exist or arise in the future because of such future injuries, damages, losses, or future consequences or results of known or unknown

injuries that arise from or relate to the Class Tank or its use by, Plaintiffs and each Settlement Class Member.

- D. Plaintiffs and the Settlement Class Members expressly consent that this release shall be given full force and effect according to each of its terms and provisions, including those relating to unknown and unspecified claims, injuries, demands, rights, lawsuits, or causes of action as referenced above. Plaintiffs and the Settlement Class Members acknowledge and agree that this waiver is an essential and material term of this release and the compromise settlement that led to it, and that without this waiver the compromise settlement would not have been accomplished. Plaintiffs have been advised by their attorneys with respect to this waiver and, being of competent mind, understand and acknowledge its significance.
- E. Each Party hereto expressly accepts and assumes the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall nevertheless remain effective. It is understood and agreed that this Agreement shall constitute a general release and shall be effective as a full and final accord and satisfaction and is a bar to all actions, causes of action, costs, expenses, attorney fees, damages, claims, and liabilities whatsoever, whether or not now known, suspected, claimed or concealed, pertaining to the Released Claims of this Agreement.
- F. Notwithstanding the above, the Court shall retain jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made.

X. COVENANT NOT TO SUE

Plaintiffs (i) covenant and agree that neither they, nor anyone authorized to act on their behalf, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Releasees, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by the Releasees, or any of them, in connection with the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of them or any putative class of Class Tank owners related to this suit; and (iii) agrees that this Agreement shall be a complete bar to any such action by Plaintiffs.

XI. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

- A. Each Party has had the opportunity to receive, and has received, independent legal advice from his, her, or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.
- B. Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Releasees that Plaintiffs have or may have arising out of the Lawsuits or pertaining to the Class Toilet tanks or otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Plaintiffs may be entitled, have been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person or entity other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.
- C. None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for the other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.
- D. Each of the Parties has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and his, her, or its attorneys.
- E. Each of the Parties has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with, and having in fact consulted with, his, her, or its attorneys.
- F. Each term of this Agreement is contractual and not merely a recital.

XII. NO ADMISSION OF LIABILITY

This Agreement is for settlement purposes only. It has been entered into for the purpose of compromising and settling a disputed matter and is not an admission of any deficiency or defect of any kind regarding the Class Toilet Tanks. Neither the execution of this Agreement, nor any of its provisions, nor any action taken pursuant to its terms shall, in this action or in any other action or proceeding, be construed or considered as evidence of an admission by Defendant of the validity of any Claim that has or could have been made by the Plaintiffs, the Settlement Class, or any Settlement Class Member, and Defendant denies there are any deficiencies or defects with or in the Class Toilet Tanks or in their design, manufacture, sale, distribution, marketing, warranty, or performance. It is understood and agreed that the Settlement sums and the benefits provided in this Agreement, and this Settlement and Release, are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of any of the Releasees, by whom liability and fault are, and always have been, expressly and completely denied.

XIII. ADDITIONAL TERMS

- A. Extensions of Time: Unless otherwise ordered by the Court, the Parties may agree to reasonable extensions of time to carry out any of the terms of this Agreement and Settlement.
- B. Cooperation: The Parties agree that they will abide by this Agreement and do all such acts, and prepare, execute, and deliver all such documents, as may reasonably be required to carry out the stated objectives of this Agreement.
- C. Interpretation and Construction: Each Party has participated in the negotiation and drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider with his, her, or its own counsel the effect of the language of this Agreement, and has agreed to its terms. Accordingly, the legal maxim that “ambiguity shall be interpreted against the drafter” has no relevance to the interpretation or construction of this Agreement.
- D. Severance/Severability: With the exception of the provision for attorney fees and costs to Class Counsel and Service Awards to Plaintiffs, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.
- E. Return or Destruction of Confidential Documents: Within thirty (30) days of the Effective Date, the Parties agree to return to the producing Party or destroy (with written confirmation of such destruction) all documents marked confidential pursuant to the Protective Order entered in the Lawsuits.
- F. Governing Law: With the exception of the Court’s determination of a reasonable award of attorney fees and costs to Class Counsel, which the Parties agree shall be governed by federal law, this Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Texas, and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas.
- G. Entire Agreement of the Parties: This Agreement constitutes and comprises the entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- H. Binding on Agents, Successors, and Assigns: This Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, executors, administrators, insurers, and predecessors and successors in interest.

- I. Draft by All Parties: Each Party has participated in, and in any construction to be made of this Agreement shall be deemed to have equally participated in, the negotiating, drafting, and execution of this Agreement.
- J. Court Approval: The parties agree to seek approval of this proposed Settlement in the United States District Court for the Eastern District of Texas – Sherman Division.
- K. Service in the Normal Course of Business: Defendant will continue to provide service in the normal course of business to its customers, including Settlement Class Members, through the Effective Date.

Dated: April____, 2019

READ AND APPROVED:

By: _____
Nathan Scott Carpenter
Counsel for Plaintiffs

By: _____
Melissa Dorman Matthews
Counsel for Defendant

EXHIBIT

A

Replacement and Installation Program
Distribution Centers

Houston Area (TX):

Corbett Wingard & Ray Spring, Tx.
21240 Foster Rd. Bldg 1 Spring, TX 77388. Ph: 281-651-9500

Northside Plumbing:
9605 Kirkton Dr, Houston, TX 77095. Ph: 713-699-5499

Moore Supply 709:
1002 N. Houston Ave. Humble, TX 77338 Ph: 281.446.7131

Moore Supply 701:
15090 Sommermeyer, Ste. 100 Houston, TX 77041. Ph: 832.456.2900

Moore Supply 702:
300 North Loop 336 West Conroe, TX 77301. Ph: 936.756.6663

DFW Area (TX):

Corbett Wingard & Ray – Arlington, Tx:
915 W Mayfield Rd #101, Arlington, TX 76015. Ph: 800-880-1005

Moore Supply 752:
11925 N. Stemmons Fwy Suite100, Bldg 4., Dallas, TX 75234 Ph: 469.206.0415

Moore Supply 748:
424 Metro Park Drive, Ste 200 McKinney, TX 75071. Ph:972.562.4996

Austin, TX:

Moore Supply 708:
201 E. Industrial Austin, TX 78745. Ph: 512.462.0606

San Antonio, TX:

Moore Supply 740:
817 North Frio St. San Antonio, Tx 78207. Ph: 210-342-9612

California:

Signature Sales, Inc.: 2740 Palisades Dr. Corona, Ca. 92882 Ph: 951-549-1000

Louisiana:

A.H Deveney & Company L.L.C.
6653 Langley Dr, Baton Rouge, LA 70809 Ph: 225-753-89-63.

Florida:

Spirit Group, Inc.
3563 Lake Breeze Drive Orlando, Florida 32808 ph: 407.291.6035

EXHIBIT

B

Proposed Settlement Class: The Settlement Class will include all owners of Vortens toilet tank model #3464 or #3412 with a manufacturing date of January 1, 2011 – December 31, 2011.

Notice Guidelines: Provide the "best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort" under FRCP 23(c)(2)(B).

Media Plan Summary

Local Newspapers	Insertions	Circulation	Distribution	Space/Materials Close	Unit
Houston Chronicle	1x Sunday & 1x Weekday	275,992	Houston, TX	5 days prior to issue date	1/8 Page B&W

National Trade Publications	Format	Circulation	Distribution	Space/Materials Close	Unit
Buildings	Monthly	74,100	National	60 days prior to issue date	1/2 Page B&W
Contractor	Monthly	49,058	National	60 days prior to issue date	1/2 Page B&W
PHC News	Monthly	47,000	National	60 days prior to issue date	1/2 Page B&W
Plumbing & Mechanical	Monthly	49,005	National	60 days prior to issue date	1/2 Page B&W

National Consumer Publications	Format	Circulation	Distribution	Space/Materials Close	Unit
People	Weekly	3,400,000	National	30 days prior to issue date	1/3 Page B&W

National Online Banners	Duration	Impressions*	Distribution	Space/Materials Close	Unit
Google Display Network	31 Days	100,000,000	National	10 days prior to live date	300x250, 300x600, 728x90

Local DMA Banners	Duration	Impressions*	Distribution - DMA	Space/Materials Close	Unit
Google Display Network	31 Days	750,000	Austin, TX	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	750,000	Austin, TX	7 days prior to live date	254x133
Google Display Network	31 Days	150,000	Baton Rouge, LA	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	150,000	Baton Rouge, LA	7 days prior to live date	254x133
Google Display Network	31 Days	1,000,000	Dallas, TX	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	1,000,000	Dallas, TX	7 days prior to live date	254x133
Google Display Network	31 Days	2,000,000	Houston, TX	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	2,000,000	Houston, TX	7 days prior to live date	254x133
Google Display Network	31 Days	4,000,000	Los Angeles, CA	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	4,000,000	Los Angeles, CA	7 days prior to live date	254x133
Google Display Network	31 Days	300,000	Orlando, FL	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	300,000	Orlando, FL	7 days prior to live date	254x133
Google Display Network	31 Days	1,500,000	San Antonio, TX	7 days prior to live date	300x250, 728x90, 300x600
Facebook	31 Days	1,500,000	San Antonio, TX	7 days prior to live date	254x133

State-Wide Banners	Duration	Impressions*	Distribution - State	Space/Materials Close	Unit
Facebook	31 Days	2,000,000	Arizona	7 days prior to live date	254x133
Facebook	31 Days	1,000,000	Arkansas	7 days prior to live date	254x133
Facebook	31 Days	4,000,000	California	7 days prior to live date	254x133
Facebook	31 Days	3,000,000	Florida	7 days prior to live date	254x133
Facebook	31 Days	2,400,000	Georgia	7 days prior to live date	254x133
Facebook	31 Days	800,000	Louisiana	7 days prior to live date	254x133
Facebook	31 Days	1,400,000	Maryland	7 days prior to live date	254x133
Facebook	31 Days	1,000,000	Mississippi	7 days prior to live date	254x133
Facebook	31 Days	4,000,000	Texas	7 days prior to live date	254x133
Facebook	31 Days	2,000,000	Washington	7 days prior to live date	254x133

National Mailing Lists: Approximately 58,251 Records (Plumbing Contractors, Damage Repair Companies, Homeowners Insurance Companies)

Sponsored Search Listings

National Press Release (600 words max.) - 2x Times

Expert and Professional Time (notice drafting, media planning and implementation, declaration and reporting)**

*Impression inventory available at time of booking may vary.

**Professional time does not include travel and testimony as needed.

EXHIBIT

C

To All Owners of Vortens Tank Models 3412 and 3464 (the “Products”):

A Class Action Settlement May Affect Your Rights

WHO IS AFFECTED

You are affected by this class action settlement if, you own(ed) a Vortens tank model 3412 or 3464 manufactured between January 1, 2011 – December 31, 2011. A description of how to determine whether you own an affected tank is included on the website www.VortensSettlement.com.

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see www.VortensSettlement.com or contact the Claim Administrator at the telephone number or address below.

WHAT DOES THE SETTLEMENT PROVIDE

To settle the case, Defendant has authorized full access to an administrative bank account to Epiq, the Claims Administrator. If you make a valid claim in the settlement, you will receive:

You may make a claim without receipts, but only in conjunction with a declaration sworn under oath upon penalty of perjury, and your recovery is capped at \$150.00 per affected tank. Proof of ownership means -----. Proof of expenses means -----.

HOW TO GET THE REFUND

To get your refund, visit the settlement website www.VortensSettlement.com and download or complete a claim form. You can also obtain a claim form by contacting the Claim Administrator.

HOW TO OPT OUT OF THE SETTLEMENT

The settlement will release all claims related to Plaintiffs’ contentions that Defendant’s tank models 3412 and 3464 manufactured between January 1, 2011 – December 31, 2011 were sold with a manufacturing defect. If you wish to preserve your right to bring a separate lawsuit on these claims, you must exclude yourself from the class.

OBJECTING TO THE SETTLEMENT

You can also object to the settlement. For details on how to exclude yourself or object, please visit www.VortensSettlement.com or contact the Claim Administrator.

COURT HEARING AND ATTORNEYS’ FEES

The Court will hold a hearing on [hearing date] to consider whether to approve the settlement. The attorneys for the class will ask the court to award them fees and expenses in securing the settlement class benefits and \$7,500.00 in incentives to the designated individual representatives who pursued the suit, but such award does not diminish the recovery available to class participants. Note that the hearing date may change without further notice to you. Consult the settlement website at www.VortensSettlement.com for updated information on the hearing date and time.

The case is., United States District Court for the Eastern District of Texas, Case No. -----.

For further information, please visit the settlement website: www.VortensSettlement.com. You may contact the Claim Administrator by phone at _____ or by writing to _____. You may also contact class counsel at Carpenter & Schumacher, P.C., access the Court docket on PACER available at <https://ecf.txed.uscourts.gov>.

STIPULATED SETTLEMENT: EXHIBIT C – SUMMARY PUBLISHED NOTICE

EXHIBIT

D

{additions for Paper version in brackets} Claim Form

To make a claim under the Settlement, you must complete this form {and mail it to the address at the bottom of this form. (Alternatively, you can complete and submit a claim form online at www.VortensSettlement.com/claimform.)}. The claim form is due by [30 days after Final Approval] {which means it must be **received** by the Claim Administrator (not just postmarked) by that date}. The information will not be disclosed to anyone other than the Court, the Claim Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

To submit a claim, you must be a prior or current owner of a Vortens tank model #3412 or #3464 manufactured between January 1, 2011 – December 31, 2011.

Payments will be issued only if the Court approves the Settlement and the Effective Date of the Settlement occurs.

{Please save a copy of this completed form for your records.} **For further information, visit www.VortensSettlement.com**

First Name: _____ Last Name: _____

Email Address: {optional*} _____

Mailing Address: _____

City _____ State _____ Zip Code _____

I wish to receive my payment by:

Check made out to me as an individual at the address above.

Direct deposit to Bank Name: _____ ABA Routing No. _____ Account No. _____

I own(ed) the following eligible tanks:

Model Number	Month & Year of Manufacture	Home Address	Number of Tanks
[drop-down of 3412; 3464]	[drop-down]	[text field]	[drop-down 1-10]
TOTAL			

I certify the foregoing under penalty of perjury under the laws of the United States

Signed: _____ Date: _____

{*Please note that email is the only way to receive written notice if the settlement is terminated, or if your claim is denied with the reason(s) for the denial. It is also the only way to receive further notice of your rights to opt out of the litigation and the settlement does not become effective. Providing your email address also will help the Claim Administrator contact you, including if your settlement payment is mailed and returned as undeliverable.

{Mail your completed Claim Form, WITH PROOF OF OWNERSHIP, to: ----Settlement Claim Administrator, [address]

{Claim Forms must be RECEIVED BY THE CLAIM ADMINISTRATOR (not just postmarked) by [30 days after Final Approval].}

EXHIBIT

E

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS,
SHERMAN DIVISION

If You Have a Vortens® Brand Toilet Tank You Could Get Benefits from a Class Action Settlement

This notice may affect your rights. Please read it carefully.

- A partial settlement has been reached with Porcelana Corona De Mexico, S.A. de C.V. f/k/a/ Sanitarios Lamosa S.A. de C.V. a/k/a Vortens™ (“Vortens”) regarding certain designated ceramic toilet tanks bearing Model #3464 or #3412 (“Affected Toilet Tanks”), manufactured by Vortens between January 1, 2011 and December 31, 2011. The settlement covers the purchase and possession of an Affected Toilet Tank, as well as payments made to reimburse property damage suffered as a result of the failure of an Affected Toilet Tank.
- Below are example images of cracked Toilet Tanks and interior tank markings:



- This settlement provides a program for obtaining replacement toilet tanks (“the Replacement Program”) and cash payments for (1) the replacement of Affected Toilet Tanks currently in use, (2) reimbursement of up to \$300 per tank for a tank replacement¹ (3) reimbursement for installation occurring under the Replacement Program for

¹ Requires documentary proof of ownership, which may include photographs showing the manufacturing date stamp and the four-digit model number stamp inside the tank and/or barcode label, if any, home purchase documents, installer records, builder records, and deed information.

Questions? Call _____ or visit www.VortensSettlement.com

Affected Toilet Tanks, (4) reimbursement of \$150 per tank only, without receipts, (5) reimbursement with receipts up to \$300, and (6) extension of the Vortens warranty on non-replaced tanks to December 31, 2021.

- For Claimants who suffered a fractured Affected Toilet Tank that fractured between date of manufacture and _____, and resulted in property damages, class members are entitled to recover for unreimbursed out-of-pocket expenses incurred as a result of a cracked or broken tank as follows: (1) class members providing documentary proof of ownership and expenses² will receive 100% reimbursement of out-of-pocket expenses not to exceed a total of \$4,000; (2) class members who do not possess approved expense documentation may submit a signed declaration, under oath, attesting to damages incurred and expense details, and will receive the cost of reimbursement for product replacement expenses incurred not to exceed \$150 per tank.
- Vortens will not reimburse anyone who previously received money from Vortens or received full reimbursement of expenses from a class member’s insurance company.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to get a cash payment from this settlement.
EXCLUDE YOURSELF	Get no benefits from the settlement. This is the only option that allows you to pursue a lawsuit against Vortens for claims about the Affected Toilet Tanks.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up your rights to sue Vortens for claims regarding the Affected Toilet Tanks.

- These rights and options and the deadlines to exercise them are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, benefits will be distributed to those who file a valid and timely Claim Form after final approval by the Court and resolution of any appeals. Please be patient. It is expected that the approval process will take several months.

BASIC INFORMATION

1. Why is this notice being provided?

A Court authorized this notice because you have a right to know about a proposed settlement in this Class Action lawsuit and to know your options before the Court decides whether to give final approval to the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

The Honorable District Judge Amos Mazzant and the Honorable Magistrate Judge Kimberly Priest-Johnson of the United States District Court for the Eastern District of Texas are overseeing this Class Action. After reaching a settlement as to one portion of the class, a request for preliminary approval was filed. The Court recently severed the Settlement Class from the remainder of the claims so that the approval process could move forward. The settlement resolves the case *Fessler, et al. v. Porcelana Corona De Mexico, S.A. de C.V., et. al* (“Vortens”), Case No. 4:19-cv-00248, which claimed that certain Vortens Tanks made in 2011 were defectively manufactured. The people who sued are called the “Plaintiffs”, and the company being sued, *Porcelana Corona*, (VortensTM) is the “Defendant.”

² Documentary proof of ownership is described in footnote 1. Documentary proof of expenses includes records such as receipts, invoices, insurance claim records, and/or sufficient banking/credit purchase or expenditure documentation.

2. What is this lawsuit about?

The lawsuit claims that Vortens:

- Manufactured and sold defectively manufactured toilet tanks,
- Knew of the defective condition of the toilet tanks, and
- Failed to provide warnings notifying the public about the defect.

The lawsuit claims that Vortens' actions led to the failure of the Toilet Tanks. The lawsuit asks for money to be paid to people that own eligible Affected Toilet Tanks and to people who suffered and paid to repair property damage because of a failure of Affected Toilet Tank(s).

Vortens denies all the claims and allegations in the lawsuit. Vortens maintains that the Toilet Tanks are not defective in any respect, that the failure rate is very low and that any failures are the result of other factors (such as improper installation or misuse). Vortens has successfully defended itself on these grounds in the past.

3. Why is this a Class Action?

In a Class Action, one or more people called "Class Representatives" (in this case Charles Handly, Michelle Handly, and Kevin Reuss) sue on behalf of all people who have similar claims. All of these people are the "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement (see Question 16).

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Vortens. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The settlement does not mean that any law was broken or that Vortens did anything wrong. Vortens denies all claims and allegations in this case. The Class Representatives and their lawyers think the settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can get a payment from it, you need to decide if you are a Settlement Class Member.

5. Am I part of the settlement?

The settlement includes anyone who owns or owned a residence or other structure in the United States containing one or more Affected Toilet Tank(s). This includes any person or entity that suffered property damage and/or paid to repair property damage caused by the failure of an Affected Toilet Tank.

The Settlement Class, as approved by the Court, is formally defined as follows:

"All owners of Vortens toilet tank model #3464 or #3412 with a manufacturing date of January 1, 2011 – December 31, 2011."

6. How do I know if I have a Vortens Toilet Tank Model #3464 or #3412 made in 2011?

The following can help you identify whether you may have a Toilet Tank covered by this settlement:

- A Vortens stamp is shown on the inside of the tank (see photos below)
- The numbers 3464 or 3412 are stamped on the inside of the tank (see photos below)
- The date of manufacture is stamped or imprinted on the inside of the tank (see photo below)

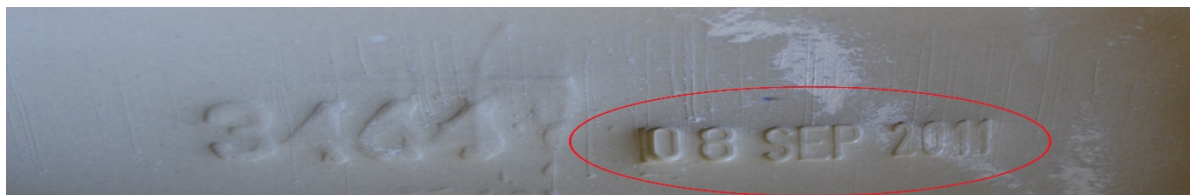
These photos show the interior of the tank with the Vortens stamp:



This photo is an example showing the model number 3412 stamped on the inside of the tank:



This photo is an example showing the date of manufacture and the model number 3464 stamped on the inside of the tank:



All model numbers for the Affected Toilet Tanks will consist of four digits and be either 3412 or 3464.

7. Are there exceptions to being included in the settlement?

Yes. The following are *not* included in the settlement:

- Anyone who previously resolved their Affected Toilet Tank claims through settlement or with payment by Vortens;
- Vortens and their affiliates;
- Persons who previously made claims for injury or property damage, including subrogated carriers;
- The presiding judges and their immediate families; and
- Anyone who timely requests to be excluded from the Class (see Questions 14-16).

8. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the settlement, call _____ or visit www.VortensSettlement.com. Or you may write to *Handly v. Vortens*TM Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

Questions? Call _____ or visit www.VortensSettlement.com

9. Who can file a claim under the settlement?

To be eligible to file a claim for a payment under the settlement, a Settlement Class Member must own an Affected Toilet Tank. Any person or entity who had property damage and/or paid incurred out-of-pocket expenses because of a failed Affected Toilet Tank may also file a claim.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

10. What are the benefits of the settlement?

Under this settlement, Vortens will pay the following:

A. Replacement and Warranty Program

(1) Scope.

Covers all model 3464 and all model 3412 tanks made in 2011 which: 1) have not cracked; or 2) experienced a crack, but from which no other property damage occurred or is claims hereunder.

(2) Relief.

Class member is allowed reimbursement of up to \$300 per tank if getting a Vortens replacement tank or purchasing a replacement tank elsewhere and having either installed. Receipts for installation occurring under this program will be required to support reimbursement request.

Past replacement (pre-notice) without receipts, which was not previously paid via claim to Vortens may submit declaration and proof of home building year/ownership and receive up to \$150 reimbursement per tank.

Past replacement (pre-notice) with receipts, which was not previously paid via claim to Vortens may submit receipts and proof of home building year/ownership and receive up to \$300 reimbursement per tank.

Defendant will provide replacement tanks to distributors in Texas, California, Louisiana, and Florida, where the largest numbers of tank model #3412 and #3464 were distributed in 2011. Replacement product will be continued to be provided as needed through the conclusion of the claim period.

For class members not electing replacement, the warranty on these tanks will be extended to December 31, 2021.

Class members previously receiving replacement from Vortens by signing a release containing a warranty waiver will receive notice that the product warranty is in force for an additional five (5) years from the date of the release.

B. Damages Class

(1) Scope.

Covers all owners of a Vortens tank model #3412 or #3464 manufactured between January 1, 2011 and December 31, 2011 that fractured between date of manufacture and present (date of certification) and resulted in property damages.

(2) Relief.

Damages (2011) Settlement Class Members are entitled to recover unreimbursed out-of-pocket expenses incurred because of a cracked or broken tank as follows:

- a. Damages (2011) Settlement Class Members providing documentary proof of ownership and expenses are entitled to 100% reimbursement of out-of-pocket expenditures not to exceed an amount greater than a total of \$4,000.
- b. Failure (2011) Settlement Class Members that do not possess approved expense documentation may submit a signed declaration under oath attesting to damages and payment details. Reimbursement by Sworn Declaration is limited as follows:
 - (1) to entitlement of cost reimbursement for product replacement expenses incurred not to exceed an amount greater than a total of \$150 per eligible tanks; and
 - (2) Vortens will not pay claims previously paid in full by Vortens or homeowners' insurance as determined solely by the third-party claims administrator.

CAUSE OF CLAIM	CLAIMS PERIOD	PAYMENT AMOUNT	PROOF REQUIRED
1. Replacement Toilet Tank	One year after Final Approval of Settlement	Reimbursement of up to \$300 for replacement of each eligible Tank	Yes
2. Property damages due to failure of Toilet Tanks	One year after Final Approval for claims of failures occurring after January 1, 2011 through Final Approval.	Reimbursement of out-of-pocket expenditures not to exceed \$4,000	Yes

Replacement of Toilet Tanks. For eligible claims submitted within one year of Final Approval, Settlement Class Members can receive a cash payment of a minimum of at least \$150 for each Affected Toilet Tank that they replace. The maximum cash payment for replacement of Toilet Tanks is \$300 for each Affected Tank that they replace.

To receive a payment for Affected Tank Replacement, you must provide a completed Claim Form and proof that you own or possess an Affected Toilet Tank(s) by providing: 1) a photo of the barcode label, if available, for the Affected Toilet Tanks and/or a photo of the manufacturing date stamp and four-digit model number stamp inside the Affected Toilet Tanks; and 2) the receipt for purchasing the replacement Toilet Tanks and any installation expenses. There is no restriction on what brand Toilet Tanks you purchase to replace your Affected Toilet Tank.

Payment of Property Damages Due to Failure. For eligible claims, Settlement Class Members can recover 100% of documented costs of repairs for property damage caused by the failure of an Affected Toilet Tank with a maximum recovery of \$4,000.

To receive a payment for Property Damages, you must provide a completed Claim Form and proof that you owned or possessed an Affected Toilet Tank(s): that failed and caused property damage; and documentation supporting payment for repair of property damage caused by the failed Affected Toilet Tank as unreimbursed expenses or replacement costs.

The Claims Administrator will review claims to determine whether they are eligible and timely, and pay the amount of the claims. Valid claims will be paid within seven (7) business days from the date claim is deemed eligible by the Claims Administrator.

HOW TO GET A PAYMENT

11. What do I need to do to participate in the settlement?

Follow the instructions on the Claim Form to receive a payment under this settlement. All Claim Forms must be submitted along with any necessary supporting documentation or information. Claims may be submitted online or mailed by first-class United States Mail, postage prepaid, to the Claims Administrator: *Fessler- Vortens*[™] Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

You cannot submit your Claim Form and accompanying materials by telephone. If you change your address and want to receive a Claim Form or any payment owed to you at your new address, you should notify the Claims Administrator of your new address by sending written notice of your change of address to the Claims Administrator at the address above.

Claim Forms are available online at www.VortensSettlement.com or by calling 1-877-819-9632. Or you may request one by writing to *Fessler- Vortens*[™] Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

12. How will the claims process work?

Validation of Claims for Benefits. The Claims Administrator will begin reviewing all timely Claim Forms after the final approval of the settlement. The Claims Administrator will evaluate your claim based on all the information and documentation you provided.

Denial of Claims for Benefit. If your Claim Form and accompanying materials do not meet all of the requirements of the settlement, the Claims Administrator will deny your claim as “invalid”; you will not receive any payment, and you will be informed in writing of that decision.

Payment of Validated Claims for Benefits. If you submit a Claim Form and the Claims Administrator determines that your Claim Form and the accompanying materials are valid, the Claims Administrator will send you a payment. Payments will be made on eligible claims within seven (7) business days from the date eligibility is determined by the Claims Administrator.

No Payment Until After Appeals Are Resolved. The Claims Administrator will not make any payments to Settlement Class Members until the Court grants final approval of the Settlement and until any appeals are resolved. During the appeals process, the Claims Administrator will continue to accept claims.

13. What am I giving up to get a payment?

If the settlement becomes final, Settlement Class Members who submit a claim or do nothing will be “releasing” Vortens from all of the Released Claims as described in the Settlement Agreement. This means you will no longer be able to sue Vortens regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.VortensSettlement.com. 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 “The Lawyers Representing You” 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.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the proposed settlement, and you want to keep the right to sue Vortens about the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from or sometimes called “opting out” of the Settlement Class.

Questions? Call _____ or visit www.VortensSettlement.com

14. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, you may sue or be part of a different lawsuit against Vortens in the future. You will not be bound by this Class Action settlement.

15. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Vortens for claims resolved by this settlement. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case.

16. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send the Claims Administrator a written request that contains:

1. Your full name, current address, telephone number, and email address;
2. A specific request to opt out of the settlement;
3. Proof that you owned or leased a residence or other structure that contains an Affected Toilet Tank (photographs of the manufacturing date stamp and the four-digit tank model number, photographs of the bar code label, if any, contemporaneous installation records, etc.);
4. The approximate date of purchase or installation of any Affected Toilet Tank, and the approximate date of failure (if applicable);
5. An estimate of the amount of property damages, if applicable; and
6. Your signature (or your attorney's signature if represented by an attorney) and the date on which you signed it.

You must mail your completed request for exclusion, postmarked by _____, 2019 to: *Fessler- Vortens*TM Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

If you do not file your request on time and include the information above, you will remain a Settlement Class Member. That means you will lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval. You cannot ask to be excluded on the phone, by email, or at the website.

17. Do I have a lawyer in this case?

The Court named N. Scott Carpenter and Rebecca Bell-Stanton from the law firm of Carpenter & Schumacher, P.C. as Lead Class Counsel. Below is the address for Class Counsel:

CLASS COUNSEL

N. Scott Carpenter
Rebecca Bell-Stanton
CARPENTER & SCHUMACHER, P.C.
Parkway Center IV
2701 Dallas Parkway, Suite 570
Plano, TX 75093

You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

18. How will the administrative costs and attorneys' fees be paid?

Defendant (Vortens™) agreed to pay the costs of class notice and claims administration, including the costs of mailing this notice and distributing any payments owed to Settlement Class Members under the settlement. If the Settlement is approved by the Court, Class Counsel will ask the Court for reasonable attorneys' fees of up to one-third of the value of the Settlement and reimbursement of litigation costs of up to \$500,000. Also, Class Counsel will ask the Court for a Service Award of \$7,500 to each Class Representative for their effort, service, time, and expenses.

19. How do I tell the Court if I do not like the settlement?

If you do not exclude yourself from the Settlement Class, you may object to the certification of the Settlement Class, to the terms of the proposed settlement, or to Class Counsel's request for attorneys' fees, expenses or Service Awards.

To do so, you (or your own attorney) must provide your objection in writing by first class mail to Magistrate Judge Kimberly C. Priest-Johnson, United States District Court, 7940 Preston Road, Suite 110, Plano, TX 75024 and postmarked no later than _____, 2019 with the following information:

1. The name of this lawsuit, *Fessler, et al. v. Porcelana Corona De Mexico, S.A. de C.V., et. al* ("Vortens"), Case No. 4:19-cv-00248;
2. Your full name, current address, and telephone number;
3. Whether, on the date of your written objection, you own a residence or structure (or formerly owned a residence or structure) containing an Affected Toilet Tank;
4. The address of the property(ies) that may contain or have contained the Affected Toilet Tank(s);
5. If it exists, proof that your residence or structure contains an Affected Toilet Tank (in the form of photographs of the manufacturing date stamp and the four-digit tank model number, photographs of a bar code label, if any, installation records, receipts, etc.);
6. The nature of the objection, the facts underlying it, and any legal authority supporting it, and confirm you intend to appear at the Final Fairness Hearing in accordance with the amended Rule 23;
7. In order to most effectively explain the nature of his or her objection, the Settlement Class Member should, but is not required to, include all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of the objection;
8. Your signature (even if represented by an attorney) and the date on which you signed it; and
9. Your attorney's signature (if you are represented by counsel).

If you want to appear at the Fairness Hearing, on your own behalf (or through your own attorney), and speak in court, you should file a Notice of Appearance with the Court and the Claims Administrator no later than _____, 2019. This notice should list (in detail) the subjects you will talk about.

If you do not file your objection on time and include the information above, you may lose the opportunity to have your objection considered at the Fairness Hearing. You will also not be able to object or appeal any of the Court's decisions in connection with the settlement.

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement, and you will not be eligible to apply for any benefits under the Settlement because the case no longer affects you.

21. When and where will the Court decide whether to approve the Settlement?

On _____, 2019, at ____ p.m., the Court will hold a public hearing in Room 101 of the United States District Court for the Eastern District of Texas, located at the U.S. Courthouse, 7940 Preston Road, Plano, Texas 75024. The Court will decide whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved. The Court will also consider Class Counsel's request for attorneys' fees and expense reimbursement and any objections. This hearing may be delayed or rescheduled by the Court without further notice to the Settlement Class. Class Members who object to the settlement are required to attend the Fairness Hearing. If you want to speak in Court to object to the settlement, either personally (or through your own attorney), you should notify the Court of your intention to appear at the Fairness Hearing (see Question 19).

22. Do I have to attend the Fairness Hearing?

If you object to the Settlement, Yes. Class Counsel will answer any questions the Court may have regarding the settlement. However, you must attend the hearing at your own expense. If you send in a written objection, you still have to attend the Fairness Hearing to discuss your objection. If you mailed your written objection on time, the Court will consider it. Your own lawyer may attend the Fairness Hearing at your expense; their attendance is necessary.

23. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement at www.VortensSettlement.com. You may also write with questions to *Fessler- Vortens*TM Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170. You can get a Claim Form at the website or have a Claim Form mailed to you by calling _____. If you have questions for Class Counsel, you may contact them at the address listed above in Question 17. You may also get advice and guidance from your own private attorney at your own expense.

Please do not write or telephone the Court or Porcelana Corona De Mexico, S.A. de C.V. f/k/a/ Sanitarios Lamosa S.A. de C.V. a/k/a VortensTM for information about the settlement or this lawsuit.

EXHIBIT

F

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

MARK AND AMBER FESSLER,	§	Civil Action File No.
ANDREW HOCKER, KEVIN REUSS,	§	4:19-cv-00248
MATTHEW CARRERAS, CHARLES AND	§	
MICHELLE HANDLY, AARON AND	§	Hon. Judge Amos Mazzant/
STACEY STONE, and DANIEL AND	§	Hon. Magistrate Judge Priest-Johnson
SHARON SOUSA, on Behalf of Themselves and	§	
Those Similarly Situated	§	ORDER ON JOINT MOTION FOR
<i>Plaintiffs</i>	§	PRELIMINARY APPROVAL OF
	§	CLASS ACTION SETTLEMENT
v.	§	
	§	
PORCELANA CORONA DE MÉXICO, S.A.	§	
DE C.V f/k/a SANITARIOS LAMOSA S.A.	§	
DE C.V. a/k/a Vortens	§	
<i>Defendant.</i>	§	

**AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs MARK AND AMBER FESSLER, ANDREW HOCKER, KEVIN REUSS, MATTHEW CARRERAS, CHARLES AND MICHELLE HANDLY, AARON AND STACEY STONE, and DANIEL AND SHARON SOUSA on behalf of Themselves and Those Similarly Situated, and Defendant Porcelana Corona de Mexico, S.A. de C.V. f/k/a Sanitarios Lamosa S.A. de C.V. a/k/a Vortens, filed a Joint Motion for Preliminary Approval of a Partial Class Action Settlement (the “2011 Settlement”) for claims asserted in *Fessler, et. al v. Porcelana Corona de Mexico, et. al* (the “Original Action”), Cause No. 4:17-cv-00001 as Docket No. 191;

WHEREAS, on April 2, 2019, the Original Action was severed into two suits, and the 2011 Settlement assigned a new civil cause number (Civil Action File No. 4:19-cv-00248); the Joint Motion for Preliminary Approval of the 2011 Class Settlement was filed as Docket No. 3, and a hearing on the Joint Motion for Preliminary Approval was set for April 16, 2019;

WHEREAS, the Parties have submitted a Joint Supplementation to the Motion for Preliminary Approval to account for the severance of the Original Action into two suits, agreed modifications to the Proposed Notice Plan, and additional evidentiary support for the sufficiency of the Proposed Notice Plan under Federal Rule of Civil Procedure 23(c)(2)(B);

WHEREAS, this Court has read and considered the Joint Motion for Preliminary Approval (Dkt.3), the incorporated Stipulated Settlement Agreement (“Agreement”) entered into by and among Defendant (“Porcelana”) on the one hand, Plaintiffs generally as individuals and on behalf of putative class members, and specifically Plaintiffs Charles and Michelle Handly and Kevin Reuss as “2011 Class Representatives” (collectively the “Parties”), the Supplementation (Dkt.5) and attachments, together with the certification record, and heard the arguments of counsel;

WHEREAS, this Court preliminarily finds, for the purposes of settlement only, that the proposed class as stated in the Agreement meets all the prerequisites of Rule 23(a) of the Federal Rules of Civil Procedure for class certification, including numerosity, commonality, and typicality; predominance of common issues and superiority for the 2011 Damages Settlement Class pursuant to Rule 23(b)(3); specificity of declaratory relief for class members harmed in essentially the same way pursuant to Rule 23(b)(2); and that the 2011 Class Representatives and Class Counsel are adequate representatives of the 2011 Settlement Class;

WHEREAS, this Court preliminarily finds the Stipulated Settlement appears to be the product of serious, informed, non-collusive negotiations conducted at arms-length and over the course of multiple formal mediations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible judicial approval:

IT IS HEREBY ORDERED AS FOLLOWS:

1. The proposed settlement set forth in the Stipulated Settlement Agreement is hereby preliminarily approved as being fair, reasonable and adequate such that notice thereof should be given to members of the 2011 Settlement Class (as defined in the paragraph below).

Class Certification

2. The Action is provisionally certified as a class action, for the purposes of settlement only of the claims asserted on behalf of certain owners of Affected Toilet Tanks manufactured in 2011 as identified below, pursuant to Rule 23 of the Federal Rules of Civil Procedure, which class is defined as follows:

All owners of Vortens toilet tank models #3464 or #3412 manufactured between January 1, 2011 - December 31, 2011.

This Class Definition is further refined pursuant to the following relief eligibility:

“Replacement and Installation Subclass:” All owners of a Vortens tank model #3412 or #3464 manufactured between January 1, 2011 and December 31, 2011 that (1) have not cracked; or (2) experienced a crack from which no other property damage occurred.

“Damages Subclass:” All owners of a Vortens tank model #3412 or #3464 manufactured between January 1, 2011 and December 31, 2011 that fractured between date of manufacture and present (date of certification) and resulted in property damages.

The following persons and/or entities are expressly excluded from the 2011 Settlement Class:

- Persons and/or entities who timely opt-out of this proceeding using the correct protocol for opting-out established in this Order;
- Persons and/or entities who have settled or otherwise resolved claims against the Defendant arising out of or in connection with individual water or flooding damages alleged to be caused by a fractured tank of one of the relevant models, to the extent of the resolution of those claims;
- Any and all federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and

- Any currently sitting federal judge and/or justice in the current style action and/or any persons within the third degree of consanguinity to such judge and/or justice.

3. The 2011 Class Representatives and Class Counsel are hereby found to be, and are therefore appointed as, adequate representatives of the 2011 Settlement Class. Specifically, Plaintiffs Charles and Michelle Handly and Kevin Reuss are appointed as representatives of the proposed 2011 Settlement Class. The Court finds that the proposed Service Award to each 2011 Class Representative is reasonable and approves same. N. Scott Carpenter, Esq. and Rebecca Bell-Stanton, Esq., of Carpenter & Schumacher, 2701 N. Dallas Parkway, Suite 570, Plano, Texas 75093 are appointed as Class Counsel pursuant to Fed. R. Civ. P. 23(g) to represent the interests of the proposed 2011 Settlement Class.

4. The Court finds that, for purposes of settlement only, the requirements of Fed. R. Civ. P. 23 are met by the 2011 Settlement Class. Joinder of all Settlement Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among 2011 Settlement Class Members' claims regarding whether the identified tank models manufactured in 2011 suffer from a manufacturing defect that results in spontaneous failure or otherwise affects the expected lifespan of the product.

5. The Court further finds the 2011 Class Representatives claims are typical of those of the Settlement Class, in that: (i) the interests of Plaintiffs Handly and Reuss are typical of those of the 2011 Settlement Class; (ii) there are no apparent conflicts between or among the Plaintiffs Handly and Reuss and the members of the 2011 Settlement Class; (iii) Plaintiffs Handly and Reuss have been and are capable of continuing to be active participants both in the prosecution of, and the negotiations to settle this Action; and (iv) Plaintiffs Handly and Reuss and the 2011 Settlement Class are represented by qualified, reputable counsel who are

experienced in preparing and prosecuting class actions, including those involving allegedly defective products.

6. In accordance with the Supreme Court's holding in *Amchem Prods v. Windsor*, 521 U.S. 591, 620 (1997), the Court need not address whether this case, if tried, would present issues of manageability under Fed. R. Civ. P. 23(b)(3)(D). Finally, a class action settlement is superior to other available methods for a fair resolution of the controversy.

7. Certification of the "Replacement and Installation Subclass" is preliminarily approved for Declaration and Enforcement of the 2011 Replacement and Installation Program described in the Stipulated Settlement and Supplementation to the Joint Motion pursuant to Rule 23(b)(2). Certification of the "Damages Subclass" is preliminarily approved pursuant to Rule 23(b)(3).

8. This Certification of the 2011 Settlement Class and its component parts of requested relief shall be solely for settlement purposes and without prejudice to the Parties if the Stipulated Settlement is not finally approved by this Court or otherwise does not take effect.

Notice of Potential Settlement to 2011 Class Members

9. The Court hereby approves the Notice Plan and procedure for disseminating notice of the proposed settlement to the 2011 Settlement Class as set forth in the Agreement. The Court finds that the Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise 2011 Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the 2011 Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

10. In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

11. As set forth in the Stipulated Settlement, Settlement Administration, which includes the costs and expenses incurred in providing notice to the 2011 Settlement Class in addition to claims administration, shall be paid by the Defendant. Class Counsel may be entitled to an award of reasonable costs incurred in the prosecution of the Action and pursuit of this Settlement and must timely file an application with sufficient proof of such costs in accordance with the Deadlines assigned below. Class Counsel are furthermore required to submit proper Application for payment of attorney's fees in accordance with the terms of the Settlement Agreement in a timely manner as provided herein.

Retention of Class Action Settlement Administrator and Notice Plan

12. The Court authorizes the Parties to retain Epiq to effectuate the Notice Plan as the Notice Provider and further as the Claims Administrator. Epiq shall provide all the following forms of Notice within twenty-one (21) days of this order (“**Notice Date**”):

- *Direct Mail Notice.* A copy of the Notice of Proposed Settlement of Class Action substantially in the form attached to the Joint Supplementation as Exhibit B (the “Class Notice”), together with the Claim Form substantially in the form also attached to the Supplement as Exhibit B, and this Order, shall be mailed to all reasonably identifiable 2011 Settlement Class Members and persons or entities listed in the agreed industry Mailing Lists.

- *Published Notice.* A copy of the Summary Notice substantially in the form attached to the Supplement as Exhibit B shall be published in a Consumer Print Publication (*People*), Trade Publications (*Buildings, Contractor, PHC News, and Plumbing & Mechanical*), and local newsprint (*Houston Chronicle*).
- *National Press Release.* Issue a joint press release on *PR Newswire's* national wire, reaching approximately 5,500 media outlets and 5,400 websites. The release will discuss the Settlement and provide the address for the Settlement Website where information can be obtained and downloaded. A second National Press Release will be issued forty-five (45) days prior to the hearing for Final Approval.
- *Internet Notice.* Banner ads to appear on leading networks, including National Online Banners (*Google Display Network*), Local DMA Banners (*Google Display Network* and *Facebook*), and State-Wide Banners (*Facebook*).
- *Website Notice.* A copy of the Notice of Proposed Settlement of Class Action will be posted and available for download on a Settlement Website. This information is to remain available on the Internet until the last day of the eighteen-month Claims Period.

The Notice Provider shall provide a Certificate Statement of Substantial Completion of the initial launch of the Notice Plan thirty (30) days after the Notice Date.

Final Fairness Hearing

13. At or before the Final Fairness Hearing, the Notice Provider shall file with the Court documentation showing, and an affidavit attesting, that the Notice Plan was executed in accordance with this Order.

14. No later than forty-five (45) days after this Order granting Preliminary Approval, Class Counsel shall file with the Court and post on the Settlement Website their application for payment of attorneys' fees and expenses ("**Application Deadline**"). This filing may be updated no later than ten (10) days prior to the Final Fairness Hearing.

15. A hearing (the "Final Fairness Hearing") shall be held on _____, 2019, beginning at __:__ to consider whether the requirements for certification of the Settlement Class have been met and whether the proposed settlement of the Action on the terms set forth

in the Stipulated Settlement Agreement should be approved as fair, reasonable, adequate, and in the best interests of the 2011 Settlement Class Members; whether Class Counsel's fee and expense application should be approved; and whether the Final Judgment approving the settlement and dismissing the Action on the merits and with prejudice against the Class Representatives and all 2011 Settlement Class Members should be entered. The Final Fairness Hearing may, from time to time and without further notice to the Settlement Class (except those who have filed timely valid objections and requested to speak at the fairness hearing), be continued or adjourned by Order of the Court.

Objections

16. Any 2011 Settlement Class Member who complies with the requirements of this Section may object to any aspect of the proposed settlement either on their own or through an attorney hired at their expense. Any 2011 Settlement Class Member who intends to object to the proposed settlement must do so no later than sixty (60) days after the Notice Date (“**Objection Deadline**”).

17. Objections by any 2011 Settlement Class Member may be made to: (A) the certification of the 2011 Settlement Class and the proposed settlement contained in the Agreement and described in the Settlement Notice; (B) the payment of fees and expenses to Class Counsel or Service Awards to the Class Representatives; and/or (C) entry of the Final Judgment.

18. To exercise this objection right, the 2011 Settlement Class Member must provide notice to the Settlement Administrator (Epiq | Hilsoft Notifications) and written notice of the objection via first class mail, to Class Counsel and Counsel for Defendant, by the Objection Deadline. The objection must bear the signature of the 2011 Settlement Class Member (even if represented by counsel) with the date signed and must specify:

- (i) the name of the Class Action;
- (ii) the 2011 Settlement Class Member's current address, telephone number and email address;
- (iii) whether, as of the date of the objection, the 2011 Settlement Class Member owns a residence or structure or formerly owned a residence or other structure containing an Affected Toilet Tank, or otherwise suffered damages as a result of the failure of an Affected Toilet Tank;
- (iv) the address of the property that may contain or contained an Affected Toilet Tank and, if different, the address where the 2011 Settlement Class Member suffered damages from a failed Affected Toilet Tank;
- (v) proof that the objector's residence or structure contains an Affected Toilet Tank or otherwise suffered damages caused by the failure of an Affected Toilet Tank (photographs, contemporaneous installation records, etc.);
- (vi) the exact nature of the objection, the facts underlying, and legal authority supporting, the objection, and whether or not the 2011 Settlement Class Member intends to appear at the Final Fairness Hearing; and
- (vii) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that the 2011 Settlement Class Member wants the Court to consider in support of the objection.

If the 2011 Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member. If a 2011 Settlement Class Member or counsel for the Settlement Class Member has objected to a class action settlement on any prior occasions, the Objection shall disclose all cases in which they have filed an objection by caption, court and case number.

Opt Outs

19. Any 2011 Settlement Class Member may request to be excluded (or "opt out") from the 2011 Damages Settlement Class. A Settlement Class Member who wishes to opt out of the Damages Settlement Class must do so not later than forty-five days (45) days after the Notice Date ("**Opt Out Deadline**"). To exercise this opt out right, a 2011 Settlement Class Member must send written notification of the decision to request exclusion by completing an Opt Out Form, which may simply be in the form of a letter so long as it provides all of the required information. The Opt Out Form shall be sent via first class mail to the Claims Administrator with courtesy copies to

Class Counsel and Counsel for Defendant. Opt Out Forms must be submitted by individual Settlement Class Members and will not be valid if submitted in the aggregate or on behalf of a purported class, except that joint owners of the same structure may opt out on the same form.

20. To be valid, Opt Out Forms must be received by the Claims Administrator and/or postmarked on or before the Opt Out Deadline and approved by the Court. The Opt Out Form must bear the signature of the 2011 Settlement Class Member and include: (i) a specific request to opt out of the litigation; (ii) the Settlement Class Member's name, current address, telephone number, and email address; (iii) proof of membership in the 2011 Damages Settlement Class; (iv) the approximate date the Affected Toilet Tank failed and caused property damage; (v) an estimate of the amount of damages, if any, that the Class Member sustained as the result of the alleged failure of an Affected Toilet Tank; and (vi) the identity of the lawsuit or other proceeding previously filed by the 2011 Damages Settlement Class Member involving the failed Toilet Tank, if any. If the 2011 Damages Settlement Class Member is represented by separate counsel, the Opt Out Form shall also be signed by the attorney who represents the Settlement Class Member.

21. Except for those 2011 Damages Settlement Class Members who have properly filed a timely written Opt Out Form (and all other Excluded Persons), all Persons who meet the definition of a 2011 Settlement Class Member will be deemed 2011 Settlement Class Members for all purposes of the Class Action Settlement.

22. Any Class Member who has not properly filed a timely written Opt Out Form shall be bound by the terms of Settlement and by all subsequent proceedings, orders, and judgments issued by the Court. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant shall not be entitled to relief under or be affected by the Settlement.

23. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement that are not materially inconsistent with either this Order or the terms of the Stipulated Settlement.

24. The Names of all Settlement Class Members who properly requested exclusion shall be attached as an exhibit to any Final Order and Judgment.

Injunction

25. The Court hereby enjoins all 2011 Settlement Class Members, and all Persons that can pursue or are entitled to pursue an action in the name or right of a 2011 Settlement Class Member, from commencing, maintaining, continuing and/or prosecuting any action asserting any claims that fall within the scope of the Released Claims (as defined in the Stipulated Settlement) until the entry of the Final Order and Judgment, unless such Person has validly opted out of this settlement and Agreement and the Court has approved such opt out.

No Admission of Liability

26. The Stipulated Settlement and this Order are not admissions of liability or fault by Defendant or the Released Parties, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendant. The Stipulated Settlement is not a concession by the Parties. To the extent permitted by law, neither this Order, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings to establish any liability of, or admission by, Defendant. Notwithstanding the foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order in a proceeding to consummate or enforce the Stipulated Settlement or this Order, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

Deadlines

27. In Accordance with the Stipulated Settlement and exhibits attached thereto, the Court sets the following deadlines:

- a. The Notice Plan shall be initiated within twenty-one (21) days of this Preliminary Approval Order (“Notice Date”), or _____, 2019.
- b. Class Counsel shall file with the Court and post on the Settlement Website their application for payment of attorneys’ fees and proof of expenses within forty-five (45) days of this Preliminary Approval Order (“Application Deadline”), or _____, 2019.
- c. All Opt Out Forms requesting exclusion from the 2011 Settlement Class must be postmarked and sent to the Claims Administrator, Class Counsel and Counsel for the Defendant within forty-five (45) days of the Notice Date (“Opt-Out Deadline”), or _____, 2019.
- d. All Objections to the Settlement must be filed with the Court and sent to the Claims Administrator, Class Counsel and Counsel for the Defendant within sixty (60) days of the Notice Date (“Objection Deadline”), or _____, 2019. Objecting individuals must make themselves available for deposition in their county of residence within ten (10) days of the service of the Objection.
- e. No later than fifteen (15) days prior to the Final Fairness Hearing, the Parties shall file all papers in support of the application for final approval of the settlement and/or opposition to any timely Objections received.
- f. A Final Fairness Hearing shall be scheduled within approximately one-hundred and ten (110) days after entry of this Preliminary Order, or as the Court’s schedule permits.

28. If any deadline set forth in this Order falls on a Saturday, Sunday or federal holiday, the deadline shall be extended to the next Court business day.

29. The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. In that event, the revised hearing date and/or deadlines shall be posted on the Settlement Website referred to in the Notice, and the parties shall not be required to re-send or republish the Notice.

30. Specific dates calculated from **April 17, 2019** as the Preliminary Approval Date:

EVENT	TIMING	DATE
Preliminary Approval		April 17, 2019
Notice Date	21 Days after Preliminary Approval	May 8, 2019
Fee Application	45 Days after Preliminary Approval	June 1, 2019
Certificate of Substantial Completion	30 Days after Notice Date	June 7, 2019
Opt-Out Deadline	45 Days after Notice Date	June 22, 2019
Objection Deadline	60 Days after Notice Date	July 7, 2019
Opposition to Objections	15 Days prior to Fairness Hearing	July 22, 2019
Motion for Final Approval	15 Days prior to Fairness Hearing	July 22, 2019
Final Approval/Fairness Hearing	110 Days after Preliminary Approval	August 6, 2019