

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JENE B. ELDER, *et al.* individually and
on behalf of others similarly situated,

Plaintiffs,

v.

RELIANCE WORLDWIDE
CORPORATION, a Delaware
Corporation and HOME DEPOT U.S.A.,
INC., a Delaware Corporation,

Defendants.

CASE No.: 1:20-cv-01596-AT

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs, Clark Moore, Jimmy Wadlington, John Choate, Randy Marquardt, Jene Elder, Warren Kuiper, and Kristen Montag (collectively, “Plaintiffs”), who are acting as the Settlement Class Representatives on behalf of themselves and all other Settlement Class Members of the Settlement Class set forth herein, on the one hand, and Defendants Reliance Worldwide Corporation (“RWC”) and Home Depot U.S.A., Inc. (“Home Depot,” and together with RWC, the “Defendants”), on the other hand, stipulate and agree, pursuant to the terms and conditions set forth in this Class Action Settlement Agreement and Release, to settle, dismiss, and compromise fully and finally the claims against Defendants for alleged defects in and failures of

certain RWC Water Heater Connectors (as defined herein) distributed and/or sold by RWC as alleged in *Elder, et al. v. Reliance Worldwide Corporation and Home Depot U.S.A., Inc.*, Case No. 1:20-cv-01596-AT [ECF No. 33].

DEFINED TERMS

As used in this Agreement, as well as in the notices and other documents contemplated by this Agreement, and any amendments thereto, the following terms shall have the meanings set forth below. Terms used in the singular shall be deemed to include the plural and vice versa.

1. “**Agreement**” shall mean this Class Action Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

2. “**Claimant**” shall mean a Settlement Class Member (including the Class Representatives) tendering a Claim Form and seeking a Damages Remedy or a Replacement Remedy from the Common Fund under the terms of this Agreement, including any person or entity entitled to make a settlement claim on behalf of a Settlement Class Member to the extent permissible by law or this Agreement.

3. “**Claims Administrator**” means, subject to Court approval, Epiq Global, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court, who shall administer the claims process provided for in paragraphs 105 to 111 of this Agreement. This Person or one of its affiliated companies may be the same as the Notice Provider. If so, these terms are utilized interchangeably herein.

4. “**Claim Form**” shall mean the form approved by the Court for use by the Settlement Class Members in making claims, substantially in the form attached hereto as Exhibit E.

5. “**Claims Period**” shall mean the period of time for Settlement Class Members to file a Claim Form. Claim Forms must be submitted within the applicable

Damages Claims Period or Replacement Claims Period.

6. “**Class Action**” shall mean and refer to the putative class action lawsuit filed in the United States District Court for the Northern District of Georgia as *Elder, et al. v. Reliance Worldwide Corporation and Home Depot U.S.A., Inc.*, Case No. 1:20-cv-01596-AT.

7. “**Class Counsel**” shall mean Ahdoot & Wolfson, PC and Colson Hicks Eidson.

8. “**Class Representatives**” shall mean Plaintiffs and proposed settlement class representatives Clark Moore, Jimmy Wadlington, John Choate, Randy Marquardt, Jene Elder, Warren Kuiper, and Kristen Montag, individually and on behalf of all Settlement Class Members.

9. “**Co-Lead Class Counsel**” shall mean Tina Wolfson of Ahdoot & Wolfson, PC and Stephanie Casey of Colson Hicks Eidson PA.

10. “**Common Fund**” shall mean and refer to the sum of \$3,800,000, which represents the full amount of any payment obligations by RWC and Home Depot on behalf of themselves and all Released Parties including, without limitation, all amounts to be paid for Settlement Notice pursuant to the Notice Plan, administration costs/expenses of the Claims Administrator and/or Notice Provider, legal costs/expenses of Plaintiffs’ Counsel (including, without limitation, any attorneys’ fee award/judgment), Replacement Claims and Damages Claims.

11. “**Complaint**” means the First Amended Class Action Complaint for Injunctive Relief and Damages filed by Plaintiffs in *Elder, et al. v. Reliance Worldwide Corporation and Home Depot U.S.A., Inc.*, Case No. 1:20-cv-01596-AT [ECF No. 33].

12. “**Counsel for RWC**” shall mean Eva M. Spahn, Esq., Mark A. Salky, Esq., and Keith E. Smith, Esq., of Greenberg Traurig, LLP.

13. “**Counsel for Home Depot**” shall mean S. Stewart Haskins II, Esq., J. Andrew Pratt, Esq., and Billie B. Pritchard, Esq., of King & Spalding LLP.

14. “**Court**” shall mean the United States District Court for the Northern District of Georgia, in which *Elder, et al. v. Reliance Worldwide Corporation and Home Depot U.S.A., Inc.*, Case No. 1:20-cv-01596-AT, is pending.

15. “**Damages Remedy**” shall mean the remedy provided to Settlement Class Members from the Common Fund allowing for the recovery of reasonable damages subject to the proof requirements set forth in paragraph 114 below. The Claims Administrator shall have sole and complete discretion to determine the validity of any claim and the value of each claim based upon the information submitted.

16. “**Damages Claims Period**” shall mean the date of the preliminary approval until and including the 120th day after entry of the Preliminary Approval Order.

17. “**Effective Date**” means one business day after the Court has entered its Final Approval Order and such order has become final upon the later of (1) the period within which to file an appeal has expired without the filing of any appeal, or (2) in the event that an appeal from the Final Approval Order is filed, a final order has been entered disposing of the appeal and any time for seeking leave to appeal or time for further appeal has expired.

18. “**Excluded Persons**” shall have the meaning as described in paragraph 59.

19. “**Final Order and Judgment**” shall mean the Final Order and Judgment of the Court approving the settlement provided for in this Agreement.

20. “**Final Approval Hearing**” shall mean the hearing conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement under Rule 23 of the Federal Rules of Civil

Procedure.

21. “**Home Depot**” shall mean Home Depot U.S.A., Inc.

22. “**Net Settlement Amount**” means the Total Settlement Amount minus any amounts paid to the Claims Administrator for notice and administration costs, and any amounts awarded to Class Counsel for attorneys’ fees and costs.

23. “**Notice Date**” shall mean the date on which the Notice Provider has begun implementation of the Notice Plan approved by the Court in the Preliminary Approval Order, which shall not be later than 30 days after the Court’s entry of the Preliminary Approval Order, unless otherwise ordered by the Court.

24. “**Notice Plan**” shall have the meaning ascribed to it in paragraphs 72 to 84. Unless otherwise ordered by the Court, the Notice Provider shall execute the Notice Plan within 30 days of the Notice Date.

25. “**Notice Provider**” shall mean the Claims Administrator or its designee who is appointed by the Court to administer the Notice Plan.

26. “**Objection Deadline**” shall mean the date set by the Court for Settlement Class Members to deliver written notice regarding their objections to this Agreement or intent to be heard at the Final Approval Hearing. All objections must be in the form prescribed by the Court, must contain the information required in paragraphs 90 to 93, and must be filed with the Court and served on Class Counsel, Counsel for RWC, and Counsel for Home Depot at least 30 days prior to the date set in the Preliminary Approval Order for the Final Approval Hearing, unless otherwise ordered by the Court.

27. “**Opt Out Deadline**” shall mean the date set by the Court for any Settlement Class Member to deliver written notice regarding their intention to opt out of this Agreement. All requests for exclusion (*i.e.*, opt-outs) from the Settlement Class must be in the form prescribed by the Court, must contain the information required in paragraphs 85 to 88, and must be served on Class Counsel, Counsel for

RWC, Counsel for Home Depot, and the Claims Administrator at least 30 days prior to the date set in the Preliminary Approval Order for the Final Approval Hearing.

28. **“Opt Out Form”** shall mean the form or letter by which Settlement Class Members may opt out of the Settlement Class pursuant to paragraphs 85 to 88.

29. **“Plaintiffs”** means Clark Moore, Jimmy Wadlington, John Choate, Randy Marquardt, Jene Elder, Warren Kuiper, and Kristen Montag.

30. **“Plaintiffs’ Counsel”** means the law firms of Ahdoot & Wolfson, Colson Hicks Eidson, and the Hirsch Law Firm.

31. **“Preliminary Approval Order”** shall mean the Court’s Order, as provided for in paragraph 70, which shall conditionally approve this Agreement between the Settlement Class, RWC, and Home Depot, conditionally certify a class action for settlement purposes only, approve the Claims Administrator, approve the Settlement Notice, approve the Notice Plan, establish the Opt-Out and Objection Deadlines, and fix a hearing date for the Final Approval Hearing.

32. **“Released Claims”** shall have the meaning ascribed to it in paragraphs 94 to 101.

33. **“Released Parties”** shall have the meaning ascribed to it in paragraphs 94 to 101.

34. **“Releasing Parties”** shall have the meaning ascribed to it in paragraphs 94 to 101.

35. **“Replacement Claims”** shall mean and refer to claims related to the replacement of a Water Heater Connector that was installed in a residence or other structure, regardless of whether the Water Heater Connector has failed.

36. **“Replacement Claim Period”** shall mean the date of the preliminary approval until and including the 120th day after entry of the Preliminary Approval Order.

37. “**Replacement Remedy**” shall mean the remedy provided to Settlement Class Members for either: (a) reimbursement of \$15 per replacement Water Heater Connector, not to exceed two (2) replacement Water Heater Connectors per household or other structure (a maximum total of \$30 per household), to be paid out of the Common Fund to all Claimants with valid claims, or (b) the Settlement Administrator to ship up to two (2) replacement Water Heater Connectors (to be supplied by RWC) of the same type and size as the Water Heater Connector possessed by the Class Member.

38. “**RWC**” shall mean Reliance Worldwide Corporation.

39. “**Settlement Administrator**” shall mean Epiq Global or its designated affiliated company acting as Claims Administrator and Notice Provider either directly or through one of its affiliated companies.

40. “**Settlement Claim**” shall mean a claim made by a Settlement Class Member.

41. “**Settlement Class Members**” shall mean all members of the Settlement Class.

42. “**Settlement Class**” shall mean all persons or entities who purchased for direct consumption or use and not for resale, a Water Heater Connector or who own, owned, lease, or leased, a residence or other structure located in the United States during the time that such residence or structure contained a Water Heater Connector.

43. “**Settlement Notice**” shall mean the notice or notices required by the Notice Plan approved by the Court for providing notice of this Agreement as set forth in paragraphs 72 to 84.

44. “**Settling Parties**” shall mean RWC, Home Depot, and the Class Representatives, on behalf of themselves and the Settlement Class.

45. “**Total Settlement Amount**” shall mean the sum of \$3,800,000, which will be paid into the Common Fund, which represents the full amount of any payment obligations by RWC, Home Depot, and any Released Party including, without limitation, all amounts to be paid for valid Damages Remedy and Replacement Remedy claims other than the replacement Water Heater Connectors supplied to the Settlement Administrator, notice, settlement administration (including the cost of shipping Replacement Remedy Water Heater Connectors), attorneys’ fees, and expenses.

46. “**Water Heater Connector**” shall mean a braided stainless steel supply line containing an EPDM hose liner distributed by RWC and identified by Part Numbers beginning with “U3068FLEX” or “U3088FLEX”.

SUMMARY OF LITIGATION

47. Plaintiffs and proposed Class Representatives filed a Complaint seeking damages suffered by themselves and a putative nationwide class resulting from the purchase, installation, inadequate instructions/warnings, failure, and/or potential failure of allegedly defective Water Heater Connectors, as well as legal costs/expenses (including an attorneys’ fee award/judgment) and injunctive, declaratory, and other equitable relief.

48. Class Counsel have conducted a thorough investigation of the facts and law relating to the matters set forth in the pleadings and have retained experts necessary to assist the Settlement Class Members in pursuing these claims, reaching this Agreement, and developing the claims process.

49. Without conceding any lack of merit of any of their claims, Plaintiffs and Class Counsel have concluded that it is in the best interests of the Settlement Class to settle the Class Action on the terms set forth herein, and that the settlement with RWC, Home Depot, and the Released Parties embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

50. RWC and Home Depot deny any fault, wrongdoing, illegal conduct, or liability whatsoever on their part, or any defect in the Water Heater Connector, and have asserted numerous defenses to the facts and causes of action alleged in the Class Action. RWC and Home Depot also deny any and all allegations of fault, wrongdoing, defect, or liability made by any party in other actions or claims asserted against them concerning the Water Heater Connectors. RWC and Home Depot rely on the provisions of this Agreement that the settlement embodied herein shall not be construed as or deemed to be evidence of an admission or a concession on the part of RWC and/or Home Depot of any fault, wrongdoing, or liability whatsoever, or of any defect in the Water Heater Connectors that any of the allegations in the Complaint or any similar litigation are true. Without conceding any lack of merit in their defenses, RWC and Home Depot consider it desirable to enter into this Agreement to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding in the Class Action and similar cases.

51. Throughout this litigation, RWC and Home Depot raised, and continue to raise, defenses that could have precluded all recovery for Settlement Class Members if RWC and Home Depot ultimately succeeded on those defenses.

52. Without conceding any lack of merit of any of their defenses or arguments, RWC and Home Depot have concluded that it is in their best interest to settle the differences, disagreements, and suits upon the terms and conditions set forth below, and in so doing, do not admit, concede, or imply that they have done anything wrong or legally actionable, or that the allegations of deficiencies in the Water Heater Connectors have merit.

53. In addition to the representations above, the Settling Parties further agree that the positions as stated herein form the basis for this settlement and are integral to the Agreement.

54. The Settling Parties disagree about the rights, obligations, benefits, and detriments that each of them has or may have as set forth in the claims brought in the Class Action.

55. The Settling Parties have engaged in extensive, difficult, complex, and arm's-length negotiations regarding the settlement of claims involving the Water Heater Connectors. There was no certainty or assurance of a settlement. The Settling Parties conducted extensive discovery, including RWC's and Home Depot's production of over one hundred thousand pages of documents, sixteen (16) depositions, and engaged in numerous disputes about written discovery and privilege assertions.

56. The settlement was finally achieved after multiple mediation sessions with Honorable William S. Duffey (Ret.). The Settling Parties also had substantial settlement negotiations following the mediation sessions with Judge Duffey that have ultimately culminated in this Agreement.

57. The Settling Parties desire and intend by this Agreement to settle finally and completely, and effectuate a final resolution of, all claims of all Settlement Class Members, whether asserted or not in the Class Action, to establish a claims process, and to provide for a complete full and final release of Released Claims in favor of the Released Parties, as described below in more detail.

NOW, THEREFORE, it is hereby agreed and stipulated by and between Plaintiffs, who are acting as Class Representatives on behalf of themselves and all other Settlement Class Members, by and through their Class Counsel, RWC, and Home Depot, and intending to be legally bound, that, except as specifically stated to the contrary in this Agreement, all of the Released Claims shall be settled and compromised, and all such claims shall be dismissed on their merits with prejudice, according to the terms and conditions set forth below.

AGREEMENT TERMS

Settlement Class Certification

58. Plaintiffs will seek conditional class certification for purposes of settlement. RWC and Home Depot do not oppose this class certification for settlement purposes only. Plaintiffs will seek to conditionally certify the following Settlement Class:

All persons and entities who purchased for direct consumption or use and not for resale, a Water Heater Connector or who own, owned, lease or leased, a residence or other structure located in the United States during the time that such residence or structure contained a Water Heater Connector.

59. Excluded from the Settlement Class are:

a. Anyone who resolved their Water Heater Connector claims with any Released Party through settlement or final judgment except as provided for by way of this Agreement;

b. RWC, Home Depot, and their affiliates, except that individual employees of the foregoing shall not be excluded from the Class to the extent they have a valid claim pursuant to the terms herein;

c. Anyone who purchased a Water Heater Connector solely for resale;

d. Anyone who returned a Water Heater Connector they purchased or otherwise received a refund and/or replacement for their purchase;

e. The presiding District Judge in the Class Action and her immediate family; and

f. Anyone who timely requests to be excluded from the Class.

Consideration to Settlement Class Members

60. RWC shall pay, or cause to be paid, a Total Settlement Amount of \$3,800,000 into the Common Fund in accordance with the funding provisions set

forth in this Agreement, which represents the full extent of its, Home Depot's, and the Released Parties' liability and payment obligations, inclusive of the Replacement and Damages Remedies, settlement administration costs/expenses, the cost/expense of all Notices, and legal costs/expenses (including, without limitation, any attorneys' fee award/judgment, as ordered by the Court), and exclusive only of the Water Heater Connectors to be supplied by RWC to the Claims Administrator pursuant to paragraph 113.

61. The Common Fund shall be deposited into an interest-bearing account established and administered by the Settlement Administrator at a financial institution approved by Class Counsel and RWC, and shall be maintained as a "qualified settlement fund" for federal income tax purposes pursuant to Treasury Regulation §1.468 B-1, *et seq.*

62. The Common Fund shall be funded as follows:

a. Within thirty (30) days after receipt of an invoice from the Notice Provider for the cost of the Settlement Notice, RWC shall pay or cause to be paid into the Common Fund the amount of said invoice, such payment to be credited against the Total Settlement Amount.

b. Within twenty (20) days of the Effective Date, RWC shall pay or cause to be paid into the Common Fund the remainder of the Total Settlement Amount.

c. Immediately after clearance of the funds deposited pursuant to paragraph 62(b), the Claims Administrator shall remit to Class Counsel by wire transfer the legal costs/expenses of Plaintiffs' Counsel (including, without limitation, any attorneys' fee award/judgment) as awarded by the Court pursuant to Class Counsel's instructions.

d. If any money remains in the Common Fund after the end of the Damages Claims Period and after all valid Settlement Claims for the Replacement

Remedy and Damages Remedy have been paid, the amount remaining in the Common Fund shall be distributed to Habitat for Humanity as a *cypres* distribution.

63. No amounts from the Common Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. Nothing in this paragraph, or otherwise in this Agreement, will be considered to be Defendants' assent to any request by Plaintiffs for an award of attorneys' fees to Plaintiffs' Counsel or a request for a service award to Plaintiffs. Plaintiffs expressly reserve their rights to request an award of attorneys' fees and/or a service award, and Defendants expressly reserve their rights to oppose any such motion. Counsel for the Parties may jointly authorize the periodic payment of actual reasonable settlement administration-related costs/expenses from the Common Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and RWC with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Common Fund at least three (3) business days prior to making such withdrawal or payment.

64. In the event this Agreement is voided, terminated or cancelled for any reason: (i) the Settlement Administrator, Class Representatives, Class Counsel, and Plaintiffs shall have no obligation to repay any of the settlement administration-related costs/expenses that have been paid or incurred in accordance with any term or condition of this Agreement or any costs or expenses incurred by Defendants in the furtherance of or related to this Agreement; (ii) any amounts remaining in the Common Fund, after payment of administration expenses paid or incurred in accordance with any term or condition of this Agreement, including all interest earned on the Common Fund net of any taxes, shall be returned to RWC; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

65. All Taxes relating to the Common Fund shall be paid out of the Common Fund, shall be considered a settlement administration expense, and shall

be timely paid by the Settlement Administrator without prior order of the Court. Further, the Common Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Common Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Common Fund pursuant to this Agreement.

66. Limitation of liability:

a. Other than as set forth herein, the Parties and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Common Fund; (iii) the formulation, design or terms of the disbursement of the Common Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Common Fund; (v) any losses suffered by, or fluctuations in the value of the Common Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Common Fund or the filing of any returns.

b. The Settlement Administrator shall indemnify and hold Defendants, Defendants' Counsel, Class Counsel, the Settlement Class, and Class Representatives harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Common Fund; (ii)

the management, investment or distribution of the Common Fund; (iii) the formulation, design or terms of the disbursement of the Common Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Common Fund; (v) any losses suffered by or fluctuations in the value of the Common Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Common Fund or the filing of any returns.

67. The Settling Parties believe that the Common Fund described throughout this Agreement will be sufficient to provide the full amount of benefits available under this Agreement to all Claimants who submit valid Claim Forms.

Reasonable Efforts and Dealings with Putative Settlement Class Members

68. Class Counsel and Defendants' Counsel agree that they will use reasonable efforts to (i) recommend and obtain approval of this Agreement by the Court, in accordance with Rule 23 of the Federal Rules of Civil Procedure; (ii) carry out the terms of this Agreement; (iii) support this Agreement in all public statements; and (iv) secure the prompt, complete, and final dismissal on the merits and with prejudice of the Class Action.

69. If contacted by Settlement Class Members about this Agreement, the Settlement or the claims made pursuant to this settlement, RWC and Home Depot shall refer potential Settlement Class Members to the Settlement Administrator, Class Counsel or the established toll-free number and/or website applicable to this settlement.

The Preliminary Approval Order

70. Class Counsel shall file a motion for entry of the Preliminary Approval Order as soon as practical after the execution of this Agreement, in the form attached hereto as Exhibit "A," requesting that the Court enter an Order that:

a. Provides for the conditional certification of the Settlement Class for settlement purposes only, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and approval of the Class Representatives to act as the representative plaintiffs for the Settlement Class, and Co-Lead Class Counsel to represent the Settlement Class;

b. Determines that the Agreement falls within the range of reasonableness for the settlement of this Class Action;

c. Provides for approval of the Notice Plan and dissemination of Settlement Notice;

d. Establishes the Opt Out Deadline and Objection Deadline, including approval of the procedures for both as set forth in the Settlement Notice as approved by the Court;

e. Schedules a Final Approval Hearing to: (i) consider the fairness, reasonableness, and adequacy to the Settlement Class Members of the proposed settlement provided for in this Agreement; (ii) consider the granting of final approval of the proposed settlement provided for in this Agreement and the dismissal on the merits and with prejudice of the Class Action; (iii) consider Class Counsel's application for an award/judgment of attorneys' fees and costs/expenses; and (iv) consider such other matters as the Court may deem to be necessary or proper under the circumstances in accordance with Rule 23 of the Federal Rules of Civil Procedure;

f. Appoints the Notice Provider and Claims Administrator;

g. Provides that the conditional class certification for settlement purposes shall expire in the event the Effective Date does not take place; and

h. Enjoins all Settlement Class Members, and all persons or entities who can pursue or are entitled to pursue an action in the name or right of a Settlement Class Member, from commencing or prosecuting any action asserting any claims

that fall within the scope of the Released Claims (as defined hereunder) 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.

71. In the event the Final Order and Judgment is not entered or is reversed for any reason, or this Agreement is voided or terminated for any other reason, any stay of any litigation imposed under the Preliminary Approval Order shall be automatically lifted and the Settlement Class Members shall not be deemed to have waived any rights with respect to proceedings in the litigation of such actions that arise during the period of the stay and shall have a full and fair opportunity to present any position in any such proceedings, and RWC and Home Depot shall not be deemed to have waived any defense to proceedings in the litigation of such actions that arise during the period of the stay and shall have a full and fair opportunity to present any position in any such proceedings.

Notice Plan

72. The Settlement Notice to be provided to Settlement Class Members shall be pursuant to a Notice Plan approved by the Court and effectuated by a Court-approved Notice Provider. The cost/expense of such notice shall be paid from the Common Fund described in this Agreement. The Settling Parties and their counsel agree that reasonable notice of this Agreement consistent with the due process requirements of the United States Constitution and applicable case law shall be given to Settlement Class Members pursuant to the Preliminary Approval Order of the Court.

73. The Settling Parties agree, subject to approval by the Court, that the Settlement Notice should be in the form attached to this Agreement as Exhibits B (Long Form Notice), C (Email Notice), and D (Settlement Postcard) and that the Claim Form shall be in the form attached as Exhibit E.

74. The Settling Parties have agreed that notice will be delivered through:

(i) direct electronic notice by email to those class members for whom RWC or Home Depot have a valid email address; (ii) direct mailings to all reasonably identifiable Settlement Class Members for whom RWC or Home Depot have a postal address, but no email address; (iii) a dedicated website; (iv) a robust media campaign consisting of state-of-the-art targeted internet notice and search engine marketing designed to target home and property owners; and (v) a toll-free telephone number that will provide Settlement Class Members with information and direct them to the settlement website.

75. The Notice Plan is set forth in more detail in the Declaration of Cameron Azari on behalf of Epiq Global as Notice Administrator, which is attached hereto as Exhibit “F.”

76. Notices shall be disseminated in accordance with the Notice Plan approved in the Preliminary Approval Order.

77. A postcard notice, as approved by the Court, shall be mailed, postage prepaid, to those persons described in paragraph 74(ii) above. Defendants shall ensure that the Settlement Administrator receives the names of any Settlement Class Members that can be identified through Defendants’ records as having purchased a Water Heater Connector, and any reasonably available physical mailing addresses and/or e-mail address for such Settlement Class Members. Defendants shall jointly cooperate with the Settlement Administrator to ensure the data provided pursuant to this paragraph is provided in a format that the Settlement Administrator can use to carry out all functions set forth in this Agreement, including the provision of personal notice to any Settlement Class Members for whom e-mail or physical mail addresses are reasonably available. The Settlement Administrator, as a condition of its retention as Settlement Administrator, will keep all information it receives from Defendants concerning Settlement Class Members strictly confidential except as necessary to carry out the Settlement Administrator’s functions in administering this

Settlement. In the event any Settlement Class Member contacts Class Counsel concerning this Settlement, the Settlement Administrator may provide any information to Class Counsel concerning only such Settlement Class Member to the extent necessary for Class Counsel to communicate with the Settlement Class Member concerning the Settlement. No later than 120 days after the last settlement benefit check to any Settlement Class Member expires, the Settlement Administrator will segregate and keep confidential any records provided by Defendants in a secure manner that ensures the data is vulnerable to unauthorized access in any fashion.

78. Pursuant to 28 U.S.C. § 1715, RWC, through the Notice Provider, shall mail all required notices in accordance with Defendants' obligations thereunder.

79. The Notice Provider shall file proof, by affidavit, of timely completion of the Notice Plan and its reach to Settlement Class Members no later than fifteen (15) days prior to the Final Approval Hearing, unless otherwise provided by the Preliminary Approval Order.

80. No later than the dissemination of the first Settlement Notice pursuant to paragraph 74, the Claims Administrator shall establish a toll-free telephone facility. The toll-free telephone number of such facility shall be included in the published notice. The telephone facility shall be capable of: (i) receiving requests for Claim Forms, the long-form notice regarding this Agreement described in paragraph 73, or any other materials described in this section; and (ii) providing general information concerning deadlines for objecting to and opting out of the Agreement or filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing. The toll-free number shall be maintained by the Claims Administrator during the entirety of the Claims Period.

81. The Claims Administrator shall mail or e-mail long-form notices, Claim Forms, or any other required materials to anyone requesting them.

82. The Claims Administrator shall maintain records of its activities,

including logs of all telephone calls and mailings, and shall keep a computerized database containing a running tally of the number of and types of materials mailed or e-mailed by it.

83. No later than the time of dissemination of the first Settlement Notice to be issued pursuant to the Notice Plan, the Claims Administrator shall establish an Internet website concerning the settlement. The domain name for this website shall be www.connector_settlement.com. The website shall be maintained by the Claims Administrator during the entirety of the Claims Period. The Internet address of the website shall be included in the Settlement Notice. The website shall provide, among other things: (i) generalized information concerning deadlines for opting out of and objecting to the Settlement or filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) a listing of the toll-free phone number to be established pursuant to paragraph 80; and (iii) copies of this Agreement, the Preliminary Approval Order, the filings with the Court relating to approval of the proposed settlement, the long-form notice, the Claim Form and information concerning the submission of Claim Forms.

84. The Notice Provider must complete the Notice Plan as ordered by the Court.

Opt Outs and Objections

85. To exclude themselves from the Agreement, any Settlement Class Member must send written notification of the decision to request exclusion by first class mail to the Settlement Administrator, which letter must bear the personal signature of the Settlement Class Member and must include: (i) a specific request to be excluded from the Agreement; (ii) the Settlement Class Member's name, current address, telephone number, and email address; (iii) proof that the Settlement Class Member has owned or leased a residence or other structure that contains a Water Heater Connector; (iv) the approximate date of purchase or installation of any failed

Water Heater Connector and the approximate date of failure (if applicable); and (v) an estimate of the amount of damages, if any, that the Person sustained as the result of any alleged failure of a Water Heater Connector. Any request to be excluded from this Agreement shall be valid only as to the Settlement Class Member whose personal signature appears on the written request.

86. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the Opt Out Form shall also be signed by the attorney who represents the Settlement Class Member. In seeking the Preliminary Approval Order, the Settling Parties will request that the deadline for submission of requests for exclusion be set on a date thirty (30) days prior to the first scheduled Final Approval Hearing.

87. Except for those Settlement Class Members who have properly filed a timely written Opt Out Form (and all other Excluded Persons) as approved by the Court, all persons or entities who meet the definition of Settlement Class Member will be deemed Settlement Class Members for all purposes under this Agreement and shall be bound by its provisions.

88. Any Settlement Class Member, including any insurer or other party who can or is entitled to pursue a claim through or in the name or right of a Settlement Class Member, who has not properly served a valid, timely written Opt Out Form shall be bound by this Agreement 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 and whose opt out is approved by the Court pursuant to this Agreement shall not be entitled to relief under and shall not be affected by this Agreement.

89. The Agreement and the settlement may be voided, at the election of RWC in its sole and absolute discretion, if Settlement Class Members with claims for the Damages Remedy collectively totaling more than \$380,000 have opted out

of the Settlement Class.

90. A Settlement Class Member may object to this Agreement by filing written objections in the Class Action. The Settlement Class Member must provide written notice of the objection via first class mail, to Co-Lead Class Counsel and Counsel for the Defendants, by the Objection Deadline. The objection must bear the personal signature of the Settlement Class Member with the date signed and must specify: (i) the name of the Class Action (*Elder, et al. v. Reliance Worldwide Corporation, et al.*, Case No. 1:20-cv-01596 (N.D. Ga.)); (ii) the Settlement Class Member's current address, telephone number, and email address; (iii) proof that the objector's residence or structure contains or contained a Water Heater Connector designed, manufactured, distributed, and/or sold by RWC (photographs, contemporaneous installation records, etc.), and/or proof that the Settlement Class Member purchased a Water Heater Connector for direct consumption or use and not for resale; (iv) the address of the property(ies) that may contain or have contained the Water Heater Connectors; (v) the exact nature of the objection, the facts underlying the objection, and legal authority supporting the objection, and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing; and (vi) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that the Settlement Class Member wants the Court to consider in support of the objection. If the Settlement Class Member is represented by counsel, the objection shall also be signed by both the Settlement Class Member and the attorney who represents the Settlement Class Member. If a Settlement Class Member or counsel for the Settlement Class Member has objected to a class action settlement on any prior occasion, the objection shall disclose all cases in which the objector(s) has filed an objection by caption, court, and case number.

91. The Parties reserve the right to seek discovery of any Settlement Class

Member who objects as described above, including but not limited to a demand that the objector make (i) the alleged product (if available) at issue available for inspection and confirmation by Class Counsel and Counsel for Defendants; and (ii) himself/herself/itself available for deposition before the Settling Parties file a motion for final approval of the settlement.

92. Class Counsel and Counsel for Defendants must be served with copies of the objections, postmarked no later than the Objections Deadline. In seeking the Preliminary Approval Order, the Settling Parties will request that the deadline for submission of objections be thirty (30) days prior to the first scheduled Final Approval Hearing.

93. Settlement Class Members who object to the Agreement may appear and be heard orally at the Final Approval Hearing provided they file a Notice of Intent to Appear with the Court and with the Claims Administrator no later than the Objection Deadline which specifies, in detail, the subjects on which they wish to be heard. Class Counsel and Counsel for RWC and Home Depot must also be served with copies of the Notice of Intent to Appear, postmarked no later than the Objection Deadline. Failure to abide by the obligations of an objector described herein, including the need to file a Notice of Intent to Appear and to detail the subjects on which they wish to be heard, may result in a waiver of any right that objector has to be heard at the Final Approval Hearing as determined by the Court.

Releases

94. Upon the Effective Date, all Settlement Class Members on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys, representatives, shareholders, owners associations, and any and all persons or entities who can or are entitled to make a claim through or in the name or right of any of them (the “Releasing Parties”), release and forever discharge each of RWC and Home Depot, and each of their administrators, insurers, reinsurers,

agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, and all businesses and entities that designed, manufactured, distributed, sold and/or installed a Water Heater Connector, including all customers, retailers, resellers, wholesalers, and distributors who purchased or acquired Water Heater Connectors from any source for resale and those persons or entities who installed such Water Heater Connectors; and all of the foregoing persons' or entities' respective predecessors, successors, subsidiaries, assigns, insurers, and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives ("Released Party" or collectively, the "Released Parties") from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, that were or could have been brought by the Releasing Parties, and that are based upon or arise out of the allegations in the Class Action, including but not limited to, the purchase, use or any alleged failure of a Water Heater Connector, including, without limitation, all claims, damages, punitive or exemplary damages, fees, costs, expenses or liability on any legal or equitable ground whatsoever, and regardless of whether such claims might be brought directly or indirectly, or through subrogation or assignment or otherwise, on account of or related to the purchase, use or failure of a Water Heater Connector, which have been or could have been alleged in the Class Action ("Released Claims"). The releases provided for herein are as a result of membership as a Settlement Class Member to this Agreement or status as a Person with a legal right to assert claims of a Settlement Class Member, the Court's approval process herein, and are not conditional on any particular Settlement Class Member's receipt of payment. It is the intent of the Settling Parties and this Agreement that persons or entities who acquire legal rights to assert claims within the scope of this Agreement that belong initially to a Settlement Class Member be included in the definition of "Releasing Parties" and that such claims be included in the definition

of “Released Claims.”

95. The release provided by this Agreement shall be and is broad and expansive and shall include release of all damages, burdens, and/or obligations of liability of any sort, including, without limitation, penalties, punitive damages, exemplary damages, statutory damages, damages based upon a multiplication of compensatory damages, court costs, or attorneys’ fees or expenses, which have been made or might otherwise have been made in connection with any claim relating to the purchase, use, or alleged failure of the Water Heater Connector.

96. This release includes all claims that the Settlement Class Members have or may hereafter discover including, without limitation, claims, damages, liabilities, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally, and forever settled and released any and all such claims, damages, liabilities, or facts whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, willful, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, claims, damages or liabilities. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have under the terms of the law (whether statutory, common law, regulation, or otherwise) of any other state or territory of the United States as related to matters arising from or in any way related to, connected with, or resulting from the purchase, use, or alleged failure of a Water Heater Connector. The Settlement Class Members shall be deemed by operation of the Final Order and Judgment to

have acknowledged that the foregoing waiver was separately bargained for and a material element of the settlement of which the releases herein are a part.

97. It is the intent of the Settlement Class Members that no Releasing Party shall recover, directly or indirectly, any sums for claims released by operation of this Agreement, including, without limitation, to the claims settled and released herein, from the Released Parties, other than sums to be received under this Agreement, and that the Released Parties shall have no obligation to make any payment to any non-parties for liability arising out of claims released by operation of this Agreement.

98. If, notwithstanding the intention of the Settling Parties expressed herein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties shall be deemed to have and do hereby transfer and assign to the Released Parties all Released Claims, if any, that were deemed not released, to the extent necessary to effectuate the intent of the release.

99. Class Counsel shall cooperate with Released Parties to ensure that the releases set forth in the Final Order and Judgment are given their full force and effect (including by seeking the inclusion of the releases in the Final Order and Judgment and the Claim Form) and to ensure that Releasing Parties comply with their obligations set forth in this Agreement.

100. Releasing Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Code of Civil Procedure §§ 877 and 877.6, Hawaii Revised Statutes 663-15.5, and comparable laws in other states; that Class Counsel and Releasing Parties shall cooperate fully in any effort of Released Parties to establish such good faith settlement before any court (including, without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Released Party); and that all payments made under this Agreement relate to claims arising out of or related to purchase, use, or alleged

failures of the Water Heater Connectors.

101. In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

(or any other like provision or principle of law of any jurisdiction) in connection with the purchase, use, or alleged failure of the Water Heater Connectors, the Releasing Parties and each of them now expressly waive the provision of California Civil Code § 1542 (or any other like provision or principle of law of any jurisdiction) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties hereby does consider, and shall be deemed to have considered, the possibility that the number or magnitude of all claims may not currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist, may now exist, or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect. Nothing in this paragraph shall be construed as modifying or limiting the other provisions of this Agreement concerning the potential availability of Settlement Claims or other claims for purchases, use, or alleged failures of the Water Heater Connectors that occur after the date of entry of the Final Order and Judgment.

Payment of Legal Costs/Expenses (including Attorneys' Fees)

to Class Counsel and Class Representatives

102. At least 60 days prior to the date of the first scheduled Final Approval Hearing, Class Counsel may apply for an award of attorneys' fees and expenses to be paid from the Total Settlement Amount. This Agreement is not contingent on any amount being awarded by the Court for attorneys' fees and expenses, and Defendants reserve the right to oppose any such application for fees and costs.

103. Payment of the costs/expenses (including attorneys' fees) as awarded/adjudged by the Court shall constitute full satisfaction of any claim for costs/expenses (including attorneys' fees) between and among Plaintiffs' Counsel, and the Settlement Class Members, on the one hand, and RWC, Home Depot, and the Released Parties, on the other hand. Any such award of settlement administration-related costs/expenses (including attorneys' fees) will be paid from the Common Fund. Class Representatives and Plaintiffs' Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall not seek any additional costs/expenses (including attorneys' fees) under any theory as against RWC, Home Depot, or the Released Parties. Under no circumstances shall RWC or Home Depot be responsible for paying any amounts above the Total Settlement Amount agreed to hereunder.

104. Except as provided herein, RWC, Home Depot, and other Released Parties shall have no obligation with respect to the Settlement Class Members' costs or expenses (including attorneys' fees).

Claims Process and Eligibility of Settlement Class Members

105. Co-Lead Class Counsel and Counsel for RWC shall work with the Claims Administrator to plan a claims procedure to implement this Agreement and resolve any issues concerning the administration of this settlement.

106. The Claims Administrator shall be responsible for effectuating the claims process. The reasonable costs/expenses (including any fees) of the Claims

Administrator shall be paid from the Common Fund.

107. In no event shall Plaintiffs, RWC, Home Depot, Counsel for RWC, Counsel for Home Depot, the Released Parties, or Class Counsel have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator or its agents.

108. The Claims Administrator shall:

- a. use personal information acquired as the result of this Agreement solely for purposes of evaluating and paying claims under this Agreement;
- b. assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement;
- c. take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification and leakage of personal information;
- d. if outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit re-use of information for other purposes;
- e. respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information; and
- f. following the completion of the Claims Period and in compliance with applicable retention law, immediately remove all data accessible from a remote connection and destroy all personal information obtained in connection with this settlement in a manner most likely to guarantee that such information not be obtained by unauthorized persons.

109. The Claims Administrator shall maintain a complete and accurate accounting of the receipts, expenses (including claims administration costs), approvals, and payments made for Replacement Claims and Damages Claims pursuant to this Agreement. The accounting shall be made available to Class Counsel, Counsel for RWC, Counsel for Home Depot, RWC, and Home Depot on reasonable notice.

110. Any Settlement Class Member who wishes to make a Settlement Claim must completely fill out and sign a Claim Form and must provide the Claims Administrator with all requested information. The release contained in the Claim Form and required by this paragraph shall in no way be construed to limit, amend, or alter the terms of the releases provided by this Agreement.

111. The Settling Parties intend by this Agreement to bind all persons and entities that purchased for direct consumption or use and not for resale, a Water Heater Connector or that own, owned, lease or leased, a residence or other structure located in the United States during the period of time that such residence or structure contained a Water Heater Connector, to the terms and conditions of this Agreement and to require all such persons or entities (other than those who validly opt out and exclude themselves as Settlement Class Members from this Agreement) to submit claims only through the claims process described in this Agreement.

Claims Period

112. Claims must be made within the applicable Damages Claims Period or Replacement Claims Period.

Replacement Remedy

113. The Replacement Remedy shall provide to Claimants either: (a) reimbursement of \$15 per replacement Water Heater Connector, not to exceed two (2) replacement Water Heater Connectors per household or other structure (a maximum total of \$30 per household), to be paid out of the Common Fund to all

Claimants with valid claims, or (b) the Settlement Administrator to ship up to two (2) replacement Water Heater Connectors (to be supplied by RWC) of the same type and size as the Water Heater Connector possessed by the Class Member.

a. To be eligible for the Replacement Remedy, a Settlement Class Member seeking the Replacement Remedy must establish (through the production of a label of the Water Heater Connector; the Water Heater Connector itself; proof of purchase, or photographic evidence of either) that they owned or leased a residence or other structure containing an installed Water Heater Connector.

b. The “Replacement Claims Period” shall be 120 days from the date of the entry of the Preliminary Approval Order.

c. All Claimants who participate in the Replacement Remedy shall be precluded from later filing a claim for a Damages Remedy.

d. All amounts remaining in the Common Fund after payment of all Replacement Claims filed during the Replacement Claims Period shall be retained in the Common Fund and will be available for payment of claims for a Damages Remedy.

e. All claims for the Replacement Remedy must be filed within the Replacement Claims Period and received electronically by the Settlement Administrator, or if by mail, post-marked on a date that is during the Replacement Claims Period. At the conclusion of the Replacement Claims Period, the Settlement Administrator shall provide RWC with a report of the number of valid Replacement Remedy claims submitted and the number of each size and type of replacement Water Heater Connectors needed to fulfill all valid Replacement Remedy claims in which a replacement Water Heater Connector is requested. Within forty-five (45) days of RWC’s receipt of the report from the Settlement Administrator, RWC will supply the Settlement Administrator with a sufficient number of Replacement Remedy Water Heater Connectors to fulfill the valid Replacement Remedy claims

electing to receive a replacement Water Heater Connector. All claims for cash reimbursement under the Replacement Remedy shall be paid by the Settlement Administrator within thirty (30) days of the conclusion of claims verification of such Replacement Remedy claims or within thirty (30) days after the Effective Date, whichever is later. All claims for replacement Water Heater Connectors under the Replacement Remedy shall be shipped by the Settlement Administrator as a cost of administration within thirty (30) days of its receipt of the replacement Water Heater Connectors from RWC or within thirty (30) days of the Effective Date, whichever is later.

Damages Remedy

114. Except as otherwise provided herein, the Common Fund shall be used to pay valid claims by Settlement Class Members arising from damages caused by failures of Water Heater Connectors, so long as those claims are submitted within the “Damages Claims Period.”

a. To be eligible to receive a Damages Remedy, a Settlement Class Member or other Claimant must establish that the Settlement Class Member has experienced a failure of a Water Heater Connector (i.e., the deterioration of a Water Heater Connector’s rubber lining resulting in the presence of black flecks and/or sludge causing damage to one or more plumbing fixtures) and must make a claim based on such failure within the “Damage Claims Period.”

b. All Claimants seeking a Damages Remedy shall be required to submit to the Settlement Administrator reasonably available evidence that a Water Heater Connector failed, including, without limitation, the Water Heater Connector that allegedly failed, if available; any available photographs of the Water Heater Connector; available labels, packaging, or proof of purchase; and/or any other proof that the Settlement Administrator deems adequate. Claimants shall also submit

documents substantiating their damages, including the cost of repairing damage caused by a failed Water Heater Connector. Documents shall include, but not be limited to, photographs depicting the damage that evidence that the damage is of the type alleged to have been caused by certain of the Water Heater Connectors, and receipts for costs incurred to remedy the damage. In the event a Claimant elected to personally repair the damage, instead of engaging a plumber or other professional to do so, such Claimant may be compensated for a maximum of four (4) hours of time to remedy the damage at a rate of no more than \$25 per hour (and for no more than a total of \$100 per household or other structure) by submitting a description of the work performed and the time spent.

c. All Damages Remedy claims must be made within the Damages Claims Period and will be paid within thirty (30) days after the conclusion by the Settlement Administrator of the evaluation of all submitted claims or within thirty (30) days of the Effective Date, whichever is later.

d. Claims for the Damages Remedy arising from alleged failures of Water Heater Connectors shall be administered pursuant to the following guidelines:

1. Claims for the Damages Remedy shall be evaluated in the order in which they are submitted to the Claims Administrator.

2. Except to answer questions regarding the terms of this Agreement and Claims Process, and to assist in identifying whether a connector is a Water Heater Connector, the Settling Parties need not participate in the evaluation performed by the Claims Administrator. The Claims Administrator shall provide Class Counsel and Counsel for RWC a report of the evaluated claims. The report shall include the Claimants' contact information, the total amount of the claim, any disallowed portion of the claim, the total amount of the claim compensable under the Agreement, and whether the claim is recommended for payment or rejected (and the basis for rejection).

3. No compensation shall be made for a failed connector that the Claims Administrator cannot determine to be a Water Heater Connector based on the available evidence submitted by a Claimant.

4. In the event the total amount of valid Damages Remedy claims exceed the Net Settlement Amount, such claims will be prorated down in equal percentages.

5. In the event the total amount of valid Damages Remedy claims is less than the Net Settlement Amount, any excess amount remaining in the Common Fund after the payment of all valid claims shall be distributed to Habitat for Humanity as a *cy pres* distribution.

6. The Settlement Administrator's determination of the amounts owed to Claimants shall be final and non-appealable.

Final Order and Judgment and Dismissal

115. At least thirty (30) days before the Final Approval Hearing, Class Counsel shall file a motion requesting that the Court grant final approval of the settlement embodied in this Agreement and that the Court enter a Final Order and Judgment as required by and conforming to the terms and conditions of this Agreement. The Settling Parties shall make all reasonable efforts to secure the entry of the Final Order and Judgment.

116. The Final Order and Judgment shall *inter alia*:

a. Determine that the Court has and shall retain exclusive jurisdiction over: (i) the Agreement, including its administration, consummation, claim procedures, enforcement, and any other issues or questions that may arise; (ii) the Settling Parties and disputes for purposes of the Agreement; (iii) any applications for Class Counsel's legal costs/expenses (including attorneys' fees), and expenses and costs related to the Agreement; and (iv) all proceedings related to this Agreement

both before and after Final Approval is entered and is no longer subject to appeal, and over enforcement of the Final Order and Judgment.

b. Approve this Agreement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act, and other applicable law, and direct that the Agreement be implemented in accordance with its terms.

c. Determine that the Settlement Notice, as approved by the Preliminary Approval Order, constitutes reasonable and the best practicable notice reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Class Action, the terms of the Agreement, the right to object or opt out, the right to appear at the Final Approval Hearing, the Claims Process, that the Settlement Notice is adequate and sufficient to all persons entitled to receive such notices, and meets the requirements of due process and other applicable rules or laws.

d. Determine that there is no just reason for delay and that the Final Order and Judgment shall be final and entered.

e. Dismiss with prejudice the Class Action and the Complaint therein.

f. Enjoin and forever bar all Settlement Class Members, including, but not limited to, those who have not properly opted out of the Settlement Class, from maintaining, continuing, prosecuting, and/or commencing any claim, lawsuit, action, proceeding, counterclaim, cross-claim, or defense, legal or otherwise, against RWC, Home Depot, or the Released Parties that arises from, concerns, or otherwise relates, directly or indirectly, to the purchase, use, or alleged failure of a Water Heater Connector.

g. Refer to and invoke the Full Faith and Credit Clause of the

United States Constitution and the doctrine of comity and request that any court or other tribunal in any other jurisdiction reviewing, construing, or applying the Final Order and Judgment implement and enforce its terms in their entirety.

h. Enter a separate order pursuant to Fed. R. Civ. P. 54(b) approving the settlement.

117. The failure of the Court or any appellate court to approve in full the request by Class Counsel for costs/expenses (including attorneys' fees) shall not be grounds to cancel or terminate this Agreement.

118. If the Final Order and Judgment described in paragraph 116 above is not granted in whole by the Court, or it is not upheld on appeal, or this Agreement is otherwise terminated before the Effective Date: (i) the conditional certification of the Settlement Class shall cease; (ii) the Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, and the conditional certification of the Settlement Class shall be without prejudice to any Settling Party and shall not be deemed or construed to be an admission, confession, or estoppel by any Settling Party of any fact, matter, or proposition of law; and (iii) all Settling Parties shall stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

Effective Date

119. The Effective Date means one business day after all the following conditions have been satisfied:

- a. The Court has entered a Final Order and Judgment; and
- b. The Final Order and Judgment has become final. The Final Order and Judgment shall become final upon the later of: (i) all periods within which to file an appeal from the Final Orders and Judgments has expired without the filing of any appeal, or (ii) in the event that an appeal from the Final Order and Judgment is filed, a final order has been entered disposing of the appeal, and any time for

seeking leave to appeal or time for further appeal has expired.

Exclusive Remedy, Dismissal of Action, and Jurisdiction of Court

120. Every Settlement Class Member who has not properly filed a timely written request for exclusion from the Settlement Class submits to the jurisdiction of the Court and will be bound by the terms of this Agreement, including, without limitation, all releases.

121. Except for those claims remaining after the opt out process, this Agreement sets forth the sole and exclusive remedy for any and all Released Claims of Settlement Class Members against RWC, Home Depot, and the Released Parties. Upon entry of the Final Order and Judgment, each Settlement Class Member who has not validly and timely opted out of the Settlement Class and any Person that has made or can or is entitled to make a claim through or in the name or right of a Settlement Class Member, shall be barred and enjoined from maintaining, continuing, prosecuting, and/or commencing any and all Released Claims against RWC, Home Depot, or the Released Parties.

122. Upon the Effective Date, the Class Action and all Released Claims shall be dismissed with prejudice. Moreover, after the Effective Date, RWC, Home Depot, and/or the Released Parties may seek the dismissal of any lawsuits or other legal proceedings filed by Settlement Class Members who did not properly opt out of the settlement. Class Counsel will affirmatively support such requests for dismissal.

123. The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by RWC, Home Depot, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over RWC, Home Depot, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective

of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

Other Terms and Conditions

124. This Agreement is made for the sole purpose of attempting to consummate a settlement of the Class Action on a class-wide, nationwide basis. This Agreement is made in compromise of disputed claims and shall not be construed as an admission of liability by RWC, Home Depot, or any Released Party. RWC and Home Depot are agreeing to a settlement solely to avoid further litigation. Because this is a class action settlement, this Agreement must receive preliminary and final approvals by the Court. It is an express condition of this Agreement that the Court shall make and enter a Final Order and Judgment in writing and fully in conformance with the terms and conditions of this Agreement. If the Effective Date does not occur, this Agreement shall be terminated and only those provisions necessary to effectuate such termination and to restore fully the Settling Parties to their respective positions before entry of this Agreement shall be given effect and enforced. In such event, the Settling Parties shall bear their own costs/expenses (except the costs of the Notice Plan which shall be borne solely by RWC) and attorneys' fees in all respects, including, without limitation, with regard to the efforts to obtain any Court approval under this Agreement.

125. The Settling Parties and signatories to this Agreement warrant and represent that in executing this Agreement they have each had the opportunity to seek legal advice from the attorney and/or attorneys of his/her/its/their choice, and the terms of this Agreement and its consequences have been completely read and explained to any such Settling Party by such attorney. Irrespective of whether the Settling Parties and signatories have availed themselves of the opportunity to have an attorney review this Agreement, however, each Settling Party represents and expressly warrants that he/she/it/they fully understand both the terms and

consequences of executing this Agreement, and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

126. Each Settling Party and signatory agrees to execute and deliver to any other Settling Party all such additional documents and to perform all acts necessary, convenient or desirable, as may be reasonably required to fully carry out and effectuate the intent of this Agreement.

127. The Settling Parties acknowledge that it is their intent to consummate this Agreement and agree to make best efforts to cooperate to the extent necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

128. This Agreement compromises claims that are contested in good faith and shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. It is understood and agreed by the Settling Parties that nothing in this Agreement shall be construed as an admission, concession or acknowledgment of any liability or any allegation of fact or law and that this Agreement shall not be used as evidence of any such admission, concession or acknowledgment. All actions taken and statements made by the Settling Parties or their representatives relating to their participation in this Agreement have been and will be taken and made in the context of privileged and confidential settlement negotiations, shall be without prejudice or value as precedent, and shall not be taken or construed as a standard by which other matters may be judged. The Settling Parties agree that the amounts paid in settlement and the other terms of this Agreement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel and through involvement in the Court.

129. All the notices, orders, judgments, and other documents contemplated

by this Agreement (whether in original form or as modified in writing with consent of all Settling Parties) are material and integral parts of this Agreement and are fully incorporated herein by this reference.

130. Class Counsel, on behalf of the Settlement Class Members, expressly warrant that they are authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Settlement Class Members pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class Members which they deem appropriate.

131. Each counsel or other Person executing the Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so. Class Counsel, Counsel for RWC, and Counsel for Home Depot believe the Agreement represents a fair, just, reasonable, and good faith settlement of the claims alleged in the Class Action. The Agreement is binding on the Settling Parties, the Class Representatives, the Settlement Class Members, and as applicable herein, on Class Counsel in their own right.

132. The Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors, and assigns of the Settling Parties.

133. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Settling Party. No Settling Party shall be deemed the drafter of this Agreement. The Settling Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Settling Parties and their counsel. Each Settling Party and its counsel cooperated in the drafting and preparation of this Agreement, and this Agreement shall not be construed against either Settling Party because of its role in drafting it. Any canon of contract interpretation to the contrary,

under the law of any state, shall not be applied.

134. This Agreement and all the notices, orders, and judgments required by this Agreement constitute the entire agreement of the Settling Parties with respect to the subject matter thereof. In entering this Agreement, no Settling Party is relying on any promise, inducement, or representation other than those set forth herein. Any agreement purporting to change or modify the terms of this Agreement, or all of the notices, orders, and judgments required by this Agreement must be in writing and signed by counsel for each of the parties to this Agreement. Sub-headings in this Agreement are for purposes of clarity only and are not intended to modify the terms of the Agreement's text, which are controlling.

135. The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous. Waivers must be in writing signed by Class Counsel, Counsel for RWC, and Counsel for Home Depot.

136. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

137. This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, precedent, or case law.

Dated: 
Jene B Elder (Dec 12, 2023 19:51 CST)

Jene Elder

Dated: 
Clark Moore (Dec 13, 2023 18:13 MST)

Clark Moore


Dated: 
Jimmy Wadlington (Dec 11, 2023 16:09 EST)

Jimmy Wadlington

Dated: 
John W Choate (Dec 11, 2023 12:39 CST)

John Choate

Dated: _____
Randy Marquardt

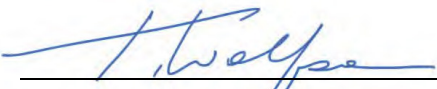
Dated: 
Warren Kuiper (Dec 14, 2023 11:39 EST)

Warren Kuiper

Dated: 
kristen montag (Dec 11, 2023 17:26 EST)

Kristen Montag

AHDOOT & WOLFSON, PC

Dated: 

TINA WOLFSON
CHRISTOPHER STINER
2600 W. Olive Ave, Suite 500
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twolfson@ahdootwolfson.com
cstiner@ahdootwolfson.com

Dated: _____
Jene Elder

Dated: _____
Clark Moore

Dated:  _____
Jimmy Wadlington (Dec 11, 2023 16:09 EST)
Jimmy Wadlington

Dated:  _____
John WChoate (Dec 11, 2023 12:39 CST)
John Choate

Dated:  _____
Randy Marquardt

Dated: _____
Warren Kuiper

Dated:  _____
Kristen Montag <K.Montag@ahdoot.com> (Dec 11, 2023 16:09 EST)
Kristen Montag

AHDOOT & WOLFSON, PC

Dated: _____
TINA WOLFSON
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COLSON HICKS EIDSON



Dated:

STEPHANIE CASEY
CURT MINER
THOMAS KROEGER
SABRINA S. SAIEH
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THE HIRSCH LAW FIRM

Andrea S Hirsch

Dated:

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Atlanta, GA 30303
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andrea@thehirschlawfirm.com

*Attorneys for Plaintiffs and Class Counsel
of the Proposed Class*

**RELIANCE WORLDWIDE
CORPORATION**

Dated:



By: Heath G. Sharp

Its: CEO 12/02/2023

APPROVED AS TO FORM

Dated: 12/4/23

GREENBERG TRAURIG, PA



EVA M. SPAHN
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***Attorneys for Defendant
Reliance Worldwide Corporation***

HOME DEPOT U.S.A., INC.



Dated: 12/8/23

By: Kacy D. Goebel

Its: Assistant General Counsel

APPROVED AS TO FORM

KING & SPALDING LLP



Dated:

S. STEWART HASKINS II

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*Attorneys for Defendant
Home Depot U.S.A., Inc.*

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA

If Your Residence or Other Structure Has a Reliance Worldwide Corporation Water Heater Connector You Could Get Benefits from A Class Action Settlement

A federal court authorized this Notice. It is not a solicitation from a lawyer.

A Settlement has been reached in a class action lawsuit against Reliance Worldwide Corporation (“RWC”) and Home Depot U.S.A., Inc. (“Home Depot”) relating to RWC’s Water Heater Connectors with the Part Numbers “U3068FLEX” or “U3088FLEX” (the “Water Heater Connectors”). Plaintiffs allege that under certain conditions, the rubber liner of the Water Heater Connectors could deteriorate over time and cause black specs or flakes to impact faucets and other appliances.

Below are example images of the Water Heater Connectors:



The Settlement establishes a \$3.8 million Settlement Fund to be used to pay for (1) Replacement Water Heater Connectors, (2) repair costs for damage caused by the Water Heater Connectors, and (3) time spent repairing damage caused by the Water Heater Connectors (e.g. cleaning black specks from affected fixtures). The Settlement Fund will also be used to pay for the costs of the settlement notice and administration, any Court-approved attorneys’ fees and expenses, and any Court-approved service awards for the Class Representatives.

| YOUR LEGAL RIGHTS AND OPTIONS WITH REGARDS TO SETTLEMENT | | Deadline |
|--|--|----------|
| SUBMIT A CLAIM FORM | The only way to get benefits from the Settlement. For more detailed information, see Questions 11-13 | [DATE] |
| EXCLUDE YOURSELF (OPT OUT) | Get no benefits from the Settlement. This is the only option that allows you to ever be part of any other lawsuit against RWC and Home Depot U.S.A., Inc. for the claims this Settlement resolves. For more detailed information, see Questions 14-16 | [DATE] |
| OBJECT | Write to the Court about why you do not like the Settlement. For more detailed information, see Questions 19-20 | [DATE] |
| GO TO A HEARING | Ask to speak in Court about the Approval of the Settlement. For more detailed information, see Questions 21-22 | [DATE] |
| DO NOTHING | Get no benefits. Give up your rights to sue RWC and Home Depot for the claims this Settlement resolves. For more detailed information, see Question 13 | [DATE] |

***IMPORTANT NOTE: The dates and deadlines may be changed without further notice to the Settlement Class, so please check the Settlement Website, www.connector_settlement.com, or the Court's Public Access to Court Electronic Records (PACER) website at <https://ecf.cand.uscourts.gov> to confirm that the dates have not been changed.**

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 the proposed Settlement of 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 Judge Amy Totenberg of the United States District Court for the Northern District of Georgia is overseeing this class action. The lawsuit is known as *Elder, et al. v. Reliance Worldwide Corporation and Home Depot USA, Inc.*, Case No. 20-cv-01596 AT. The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued, RWC and Home Depot are called the “Defendants.” The Plaintiffs and the Defendants agreed to this Settlement.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

2. What is the lawsuit about?

The lawsuit alleges that RWC manufactured Water Heater Connectors that contained rubber liners prone to deterioration and flaking under certain conditions. The lawsuit asks for, among other things, replacement products to be provided, money to be paid to people who had to replace their Water Heater Connectors or to repair property as a result of the rubber deterioration of the Water Heater Connectors.

RWC and Home Depot deny all the claims and allegations in the lawsuit and deny they acted improperly or did anything wrong.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people with similar claims are the “Class” or “Settlement Class Members.” A single 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 RWC and Home Depot. Instead, all 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 RWC or Home Depot did anything wrong. RWC and Home Depot deny all legal claims and allegations in this case. The Class Representatives and their lawyers think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

“All persons and entities who purchased for direct consumption or use and not for resale, a Water Heater Connector or who own, owned, lease, or leased, a residence or other structure located in the United States during the time that such residence or structure contained a Water Heater Connector.”

Excluded from the Class are: (a) Anyone who resolved their Water Heater Connector claims with any Released Party through settlement or final judgment except as provided for by way of the Settlement Agreement; (b) RWC, Home Depot and their affiliates, except that individual employees of the foregoing shall not be excluded from the Class to the extent they have a valid claim pursuant to the terms of the Settlement Agreement; (c) Anyone who purchased a Water Heater Connector solely for resale; (d) Anyone who returned a Water Heater Connector they purchased or otherwise received a refund and/or replacement for their purchase; (e) The presiding District Judge in the Class Action and her immediate family; and (f) Anyone who timely requests to be excluded from the Class (*see* Questions 3-4).

6. How do I know if I have an eligible Water Heater Connector?

The following can help you identify whether you may have a Water Heater Connector covered by this Settlement:

- A label on the Water Heater Connector that looks similar to the label in the following photos:



- A shark insignia or date code located on the push fitting of the Water Heater Connector:



- A receipt for purchase of a Water Heater Connector.

8. What if I am still not sure if I am included?

If you are still not sure whether you are in the Settlement Class, or have any other questions about the Settlement, you can call RWC Claims Administrator at 1-800-000-0000 or visit www.connector_settlement.com; or you may write to RWC Claims Administrator, **P.O. Box 0000, City, State 00000**.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

9. What are the benefits of the Settlement?

If the Court approves the Settlement, RWC will pay \$3.8 million into a Settlement Fund. The money remaining in the Settlement Fund after paying settlement administration and notice costs, any award of attorneys’ fees and expenses, and any Court approved service awards to the Class Representatives, will be distributed to Settlement Class Members who file valid Replacement Remedy and Damages Remedy claims, as described below:

| CAUSE OF CLAIM | CLAIMS PERIOD | PROOF REQUIRED? | Deadline |
|---|--|-----------------|----------|
| Replacement of a Water Heater Connector (“Replacement Remedy”) | EITHER: (i) \$15 per replacement of Water Heater Connector, not to exceed two replacement Water Heater Connectors (a maximum of \$30 per household); OR (ii) up to two replacement Water Heater Connectors to be supplied by RWC | Yes | [DATE] |
| Property damages due to deterioration of the liner of a Water Heater Connector (“Damages Remedy”) | Reasonable costs that relate to property damages caused by the deterioration of the liner of the Water Heater Connectors and compensation for up to four hours of time you personally spent repairing the property damage at a rate of \$25 per hour | Yes | [DATE] |

Replacement of Water Heater Connectors (“Replacement Remedy”)

For eligible claims submitted by [DATE], Settlement Class Members can receive a cash reimbursement of \$15 for each Water Heater Connector (up to two Water Heater Connectors per household or other structure). The maximum cash payment for replacement of the Water Heater Connectors is \$30 per household or other structure. In the alternative, Settlement Class Members can receive up to two replacement Water Heater Connectors from RWC of the same type and size as the one(s) they possess.

To receive benefits, you must provide proof that you owned or leased a residence or other structure containing an eligible Water Heater Connector by providing proof of ownership which may include: a label for the Water Heater Connector, a photo of the Water Heater Connector’s label, a photo of the Water Heater Connector’s date code, or proof of purchase of the Water Heater Connector.

Payment of Property Damages Due to Failure (“Damages Remedy”)

For eligible claims submitted by [DATE], Settlement Class Members can recover costs of repairs for property damage caused by the deterioration of the rubber liner of a Water Heater Connector and reimbursement for up to four hours of time you personally spent repairing the property damage at a rate of \$25 per hour.

The Claims Administrator will review claims to determine whether they are eligible and timely, and pay the approved amount of the claims.

If the amount of approved claims is greater than the total amount available to settle all valid claims submitted by all Settlement Class Members, these claims will be prorated down in equal percentages.

To support your claim, you must submit reasonable available evidence that an eligible Water Heater Connector’s liner deteriorated and caused property damage, including, without limitation:

- The Water Heater Connector that allegedly failed, if available;
- Any available photographs of the Water Heater Connector;
- Available labels, packaging, or proof of purchase related to the Water Heater Connector;
- Evidence that the Water Heater Connector deteriorated and was the cause of the damage; and
- Evidence of the damage and cost of repair, such as photographs depicting the damage caused by the Water Heater Connector and receipts for the costs incurred to remedy the damage.

HOW TO GET A PAYMENT

10. What do I need to do to participate in the Settlement?

Follow the instructions on the Claim Form to receive compensation under the Settlement. All Claim Forms must be submitted along with any necessary supporting documents, evidence

(including the Water Heater Connector if available), or information. Claim Forms may be submitted online or mailed by first-class United States Mail, postage prepaid, to the Claims Administrator: **RWC Claims Administrator, P.O. Box 0000, City, State 00000.**

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.connector_settlement.com or by calling 1-800-000-0000. Or you may request one by writing to **RWC Claims Administrator, P.O. Box 0000, City, State 00000.**

11. 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 the supporting documents, evidence, or information 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. Decisions by the Claims Administrator are final and non-appealable.

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 your compensation to you after it has processed all of the Claims submitted timely.

No Payment Until After the Judgment Approving the Settlement Becomes Final and Any Appeals of that Judgment are Exhausted. 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 fully resolved.

12. 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” RWC, Home Depot and the Released Parties from all of the Released Claims as described in paragraphs 94-101 of the Settlement Agreement. This means you will no longer be able to sue RWC, Home Depot and the Released Parties regarding any of the Released Claims described in the Settlement Agreement.

The Settlement Agreement is available at www.connector_settlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims in greater detail, so read it carefully. You can talk to the lawyers 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 benefits from the proposed Settlement and you want to keep the right to sue RWC and/or Home Depot about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class (also known as “opting out”).

13. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you may not submit a claim for any benefits under the Settlement and you cannot object to the proposed Settlement. If you ask to be excluded, you may sue or bring a different lawsuit against RWC and/or Home Depot in the future relating to the Water Heater Connectors. You will not be bound by this class action settlement. If you exclude yourself, but also file a claim, your claim will be processed, and your exclusion will not be valid.

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

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

15. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement and the Settlement Class, you must send the Claims Administrator a written request that contains the following:

1. The name of the lawsuit: *Elder, et al. v. Reliance Worldwide Corporation, et al.*, Case No. 1:20-cv-01596.
2. Your full name, current address, telephone number, and email address;
3. Whether, on the date of your request, you own(ed) or rent(ed) a residence or structure containing a Water Heater Connector, and/or proof that you purchased a Water Heater Connector not for resale.
4. The address of the property(ies) that contain or have contained the Water Heater Connector.
5. Proof that your residence or structure contains or contained a Water Heater Connector (in the form of photographs, installation records, receipts, etc.).
6. A specific request to be excluded from the Settlement Class.
7. Your original signature (even if you are represented by an attorney) and the date on which you signed it;
8. Your attorney’s signature, if you are represented by one.

You must mail your completed request for exclusion by **Month 00, 0000 [30 days prior to the first scheduled Final Approval Hearing]** to: RWC Claims Administrator, **P.O. Box 0000, City, ST 00000**

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.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Tina Wolfson of Ahdoot & Wolfson, PC and Stephanie A. Casey of Colson Hicks Eidson to represent you and other Settlement Class Members. Together, the lawyers are called Class Counsel. 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.

If you hire your own attorney, and you intend to object to the Settlement (pursuant to the procedures outlined in Questions 19-20 below), your attorney must file an appearance no later than **[Month 00 0000] [30 days prior to the first scheduled Final Approval Hearing]**, with the Clerk of Court, and must send a copy, by first-class United States Mail, to Class Counsel, RWC's counsel, and Home Depot's counsel at the addresses in Question 19, postmarked no later than **[Month 00 0000] [30 days prior to the first scheduled Final Approval Hearing]**. If you do not exclude yourself from the Settlement, you will continue to be a Settlement Class Member, even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

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

The Settlement Fund of \$3.8 million will be used to pay the costs of class notice and claims administration, including the costs of mailing this Notice and of 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 and reimbursement of litigation costs of up to \$2,300,000, which will also be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

18. 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 or expenses.

To do so, you (or your own attorney) must provide your objection in writing by first class mail to Class Counsel, RWC's Counsel, and Home Depot's Counsel no later than **[Month 00, 0000] [30 days prior to the first scheduled Final Approval Hearing]** with the following information:

1. The name of the lawsuit: *Elder, et al. v. Reliance Worldwide Corporation, et al.*, Case No. 1:20-cv-01596.
2. Your full name, current address, telephone number, and email address.
3. Whether, on the date of your written objection, you own or rent a residence or structure or formerly owned or rented a residence or structure containing a Water Heater Connector, and/or proof that you purchased a Water Heater Connector for direct consumption or use and not for resale.
4. The address of the property(ies) that contain or have contained the Water Heater Connector.

5. Proof that your residence or structure contains or contained a Water Heater Connector (in the form of photographs, installation records, receipts etc.).
6. The exact nature of your objection, the facts underlying the objection, and whether or not you intend to appear at the Final Approval Hearing.
7. 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 your objection.
8. Whether you (or your attorney if you are represented) have objected to a class action settlement before. If so, identify those cases by case name, court, and case number.
9. Your original signature (even if you are represented by an attorney) and the date on which you signed it.
10. Your attorney’s signature (if you are represented by one).

If you object to the Settlement, one or both sides may want to take your deposition, and you must make yourself available within a reasonable timeframe.

If you want to appear at the Final Approval Hearing, on your own behalf (or through your own attorney) and speak in court, you (or your attorney) need to file a Notice of Intent to Appear with the Court. This Notice needs to list (in detail) the subjects you will talk about. You need to mail copies of the Notice of Intent to Appear to the Claims Administrator, Class Counsel, RWC’s Counsel, and Home Depot’s Counsel postmarked no later than **Month 00, 0000 [30 days prior to the first scheduled Final Approval Hearing]** to the following addresses:

| CLASS COUNSEL | COUNSEL FOR RWC |
|--|--|
| Tina Wolfson Ahdoot & Wolfson, PC 2600 W. Olive Ave, Suite 500 Burbank, CA 91505 Stephanie A. Casey Colson Hicks Eidson 255 Alhambra Circle, Penthouse Coral Gables, FL 33134 | Eva M. Spahn Steven J. Rosenwasser Greenberg Traurig, LLP 3333 Piedmont Road, Suite 2500 Atlanta, GA 30305 |
| | Mark A. Salky Robert S. Galbo Greenberg Traurig, PA 333 S.E. 2 nd Avenue, Suite 4400 Miami, FL 33131 |
| | Keith E. Smith Greenberg Traurig, LLP 1717 Arch Street, Suite 400 Philadelphia, Pennsylvania 19103 |
| | COUNSEL FOR HOME DEPOT |
| | S. Stewart Haskins II J. Andrew Pratt Billie B. Pritchard King & Spalding LLP 1180 Peachtree Street, NE Suite 1600 Atlanta, Georgia 30309 |

If you do not file your objection on time and include the information above, you will lose the opportunity to have your objection considered at the Final Approval Hearing. You will also not

be able to object to approval of the Settlement or appeal any of the Court's decisions in connection with the Settlement.

19. 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.

THE COURT'S FINAL APPROVAL HEARING

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

On **[Month 00, 0000]**, at **[TIME]**, the Court will hold a public hearing in **[COURTROOM]** of the United States District Court for the Northern District of Georgia, located at the U.S. Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303. The Court will decide 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. Settlement Class Members who object to the Settlement are not required to attend the Final Approval Hearing. If you want to speak in Court to object to the Settlement, either personally (or through your own attorney), you must notify the Court of your intention to appear at the Final Approval Hearing (*see* Question 19).

21. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to attend the Final Approval Hearing to discuss your objection. If you mailed your written objection on time, the Court will consider it. Your own lawyer may attend the Final Approval Hearing at your expense, but their attendance is not necessary.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view the Settlement Agreements at www.connector_settlement.com. You may also write with questions to RWC Claims Administrator, **P.O. Box 0000, City, ST 00000**. You can get a Claim Form at the website, or have a Claim Form mailed to you by calling **[1-800-000-0000]**. If you have questions for Class Counsel, you may contact them at the address listed above in Question 19. You may also get advice and guidance from your own private attorney at your own expense.

Please do not write or telephone the Court regarding this Notice.

EXHIBIT C

Draft Email Notice

Notice of Class Action Settlement Involving Your Water Heater Connector – Benefits May Be Available to You

PRODUCTS INCLUDED IN THE SETTLEMENT: Sharkbite® brand Water Heater Connectors with the Part Numbers “U3068FLEX” or “U3088FLEX.” Images of included Water Heater Connectors are available at www.connector_settlement.com.

A federal court authorized this notice. It is not a solicitation from a lawyer.

You must file a Claim Form by Month Day, 2024 to receive cash benefits from this Settlement.

A proposed Settlement has been reached in a class action lawsuit against Reliance Worldwide Corporation (“RWC”) and Home Depot U.S.A., Inc. (“Home Depot”) relating to RWC’s Sharkbite® Water Heater Connectors with the Part Numbers “U3068FLEX” or “U3088FLEX” (the “Water Heater Connectors”). Under certain conditions, the rubber liner of the Water Heater Connectors could deteriorate over time and cause black specs or flakes to impact faucets and other appliances. RWC and Home Depot deny that they have done anything wrong. **This notice is only a summary. Visit www.connector_settlement.com or call toll-free 1-800-000 for more information.**

The Settlement covers the purchase and possession of the Water Heater Connectors, payments for repairs for property damage caused by any proven deterioration, and time spent dealing with the damage from the Water Heater Connectors.

Who’s Included? You received this email because records show you may have purchased the Water Heater Connectors included in the Settlement. The Settlement includes all persons and entities who own or owned (or lease or leased) a residence or other structure in the United States containing a Water Heater Connector designed, manufactured, and/or distributed by RWC with the Part Numbers “U3068FLEX” or “U3088FLEX.” Images of included Water Heater Connectors are available at www.connector_settlement.com.

What does the Settlement provide? The Settlement establishes a \$3.8 million Settlement Fund which will be used to: (1) pay Class Members for replacement of Water Heater Connectors, property damage, and time spent to remedy damage (e.g. cleaning black specks from affected fixtures); (2) pay for notice and settlement administration expenses; (3) pay attorneys’ fees as ordered by the Court of up to \$2,130,000, plus up to \$170,000 in expenses; and (4) any Court approved service awards of up to \$5,000 to each of the Class Representatives.

What can you get? Class Members filing a claim for replacement of Water Heater Connectors can get up to two new replacement Water Heater Connectors, or, in the alternative, up to \$30. Class Members filing a claim for property damages can recover an amount up to their documented property damage repair costs and compensation for up to four hours of time you personally spent to remedy the property damage at a rate of \$25 per hour.

What are your options? If you do nothing, you will remain in the Settlement and your rights will be affected. If you do not want to be included, you must exclude yourself by **Month 00, 2023**. If you exclude yourself, you will keep your right to sue RWC, Home Depot, and certain Released Parties about the claims this Settlement resolves. If you remain in the Settlement, you can object to it by **Month 00, 2023**. The Court will hold a hearing on Month 00, 2023 at [TIME] to consider: whether to approve the Settlement, award attorneys’ fees and costs, and service awards, as well as any objections. You can appear at the hearing, but you do not have to.

Alternatively, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but their attendance is not necessary.

For more information or a Claim Form: 1-800-000-0000 www.connector_settlement.com

EXHIBIT D

Draft Postcard Notice

Notice of Class Action Settlement Involving Your Water Heater Connector – Benefits May Be Available to You

A federal court authorized this notice. It is not a solicitation from a lawyer.

A proposed Settlement has been reached in a class action lawsuit against Reliance Worldwide Corporation (“RWC”) and Home Depot U.S.A., Inc. (“Home Depot”) relating to RWC’s SharkBite® Water Heater Connectors with the Part Numbers “U3068FLEX” or “U3088FLEX” (the “Water Heater Connectors”). Under certain conditions, the rubber liner of the Water Heater Connectors could deteriorate over time and cause black specs or flakes to impact faucets and other appliances. RWC and Home Depot deny that they have done anything wrong. **This notice is only a summary.** Visit www.connector_settlement.com or call toll-free 1-800-000 for more information.

Who’s Included? You received this postcard because records show you may have purchased the Water Heater Connectors included in the Settlement. The Settlement includes all persons and entities who own or owned (or lease or leased) a residence or other structure in the United States containing a Water Heater Connector designed, manufactured, and/or distributed by RWC with the Part Numbers “U3068FLEX” or “U3088FLEX.” Images of included Water Heater Connectors are available at www.connector_settlement.com.

What does the Settlement provide? The Settlement establishes a \$3.8 million Settlement Fund which will be used to: (1) pay Class Members for replacement of Water Heater Connectors, property damage, and time spent to remedy damage (e.g. cleaning black specks from affected fixtures); (2) pay for notice and settlement administration expenses; (3) pay attorneys’ fees as ordered by the Court of up to \$2,130,000, plus up to \$170,000 in expenses; and (4) any Court approved service awards of up to \$5,000 to each of the Class Representatives.

What can you get? Class Members filing a claim for replacement of Water Heater Connectors can get up to two new replacement Water Heater Connectors, or, in the alternative, up to \$30. Class Members filing a claim for property damages can recover an amount up to their documented property damage repair costs and compensation for up to four hours of time you personally spent to remedy the property damage at a rate of \$25 per hour.

What are your options? If you do nothing, you will remain in the Settlement and your rights will be affected. If you do not want to be included, you must exclude yourself by **Month 00, 2023**. If you exclude yourself, you will keep your right to sue RWC, Home Depot, and certain Released Parties about the claims this Settlement resolves. If you remain in the Settlement, you can object to it by **Month 00, 2023**. The Court will hold a hearing on Month 00, 2023 at [TIME] to consider: whether to approve the Settlement, award attorneys’ fees and costs, and service awards, as well as any objections. You can appear at the hearing, but you do not have to. Alternatively, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but their attendance is not necessary.

For more information or a Claim Form: 1-800-000-0000 www.connector_settlement.com

EXHIBIT E

Claim Form

Water Heater Connector Settlement

ATTENTION WATER HEATER CONNECTOR OWNERS:

Use this Claim Form if you own or owned (or lease or leased) a residence or other structure in the United States containing a Water Heater Connector designed, manufactured, and/or distributed by Reliance Worldwide Corporation (“RWC”) with the Part Numbers “U3068FLEX” or “U3088FLEX” (the “Water Heater Connectors”), including if you suffered property damage and/or paid to repair property damage caused by the failure of a Water Heater Connector.

You must complete and submit this Claim Form postmarked on or before [120 Days from the Entry of the Preliminary Approval Order].

To determine whether you are a class member eligible to make a claim, or for more information regarding the class action settlement or the claims process, visit www.connector_settlement.com.

Please refer to the website and the settlement documents for an explanation of any required supporting documentation that you will need to submit with your claim. If you need more space for your responses, please attach additional sheets.

If you have any questions regarding this Claim Form or recovery under the settlement, you can call the Claims Administrator at 1-800-000-0000 and your questions will be answered at no cost to you, or you can access www.connector_settlement.com.

Mail the completed Claim Form and all required supporting documentation to:

RWC Claims Administrator,
P.O. Box 0000
City, State 00000

I. CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form and the Settlement.

Please check the applicable box:

Business or Individual

Full Name:

Business Name:

Social Security Number OR Tax Identification Number:

Current Mailing Address:

City:

State:

Zip Code:

Daytime Phone Number:

Evening Phone Number:

Cellular Phone Number:

Fax Number:

Email:

Please check the applicable box. Are you a:

1. Homeowner

2. Tenant

3. Insurer

4. Owner of Commercial Property

5. Other

Is this the only claim you have ever made under this settlement? Yes No

If you have submitted more than one claim under this settlement, how many have you made? ____

Do you consent to receiving correspondence via email: Yes No

II. DESCRIPTION OF PROPERTY WHERE THE WATER HEATER CONNECTOR IS OR WAS LOCATED

A. Property Address

Property Address:

City:

State:

Zip Code:

III. IDENTIFICATION OF WATER HEATER CONNECTORS

A. Description Of Water Heater Connectors

Do not submit a claim unless you have or had an eligible Water Heater Connector installed at a property that you owned or leased. You can access photos and a description of the eligible Water Heater Connectors at www.connector_settlement.com.

PROOF OF WATER HEATER CONNECTOR

How did you identify that your structure contains a Water Heater Connector? (Check all that apply.)

Inspection of the connector

Connector packaging or label

Purchase records

Other (please identify):

Enclosures: Please include any documentation for proof of ownership of an eligible Water Heater Connector, including the connector(s), a photo of the connector(s) showing the characteristics that identify it as an eligible Water Heater Connector, label(s) for the Water Heater Connector(s), and/or purchase receipt.

NUMBER OF WATER HEATER CONNECTORS

How many Water Heater Connectors are in your residence or structure?

IV. REPLACEMENT REMEDY

Please fill out this section if you are making a claim for the replacement of a Water Heater Connector.

1. How many Water Heater Connectors did you replace?

2. How many Water Heater Connectors are you seeking reimbursement for replacing?

(NOTE: the maximum is two.)

1

2

3. Are you seeking a monetary reimbursement for your Water Heater Connector (\$15 per Water Heater Connector and a maximum of \$30) or do you seek replacement Water Heater Connectors supplied by RWC (up to two replacements) (check only one)?

___ Monetary Relief

___ Replacement Water Heater Connectors from RWC

Enclosures: For each Water Heater Connector for which compensation is being sought, please include either a label for the Water Heater Connector, photos of the Water Heater Connector, or the Water Heater Connector itself. If you do not possess these items, please provide proof of purchase for each Water Heater Connector purchased.

V. PROPERTY DAMAGE REMEDY

Please fill out this section if you are making a claim to recover for payments you made to repair property damage caused by the failure of a Water Heater Connector.

A. Description of Loss

1. Identify how the Water Heater Connectors failed.
2. Identify the date of failure of the Water Heater Connector:
3. How many Water Heater Connectors do you allege failed?

Enclosures: Please include the following: the Water Heater Connectors with all available labels and packaging; photographs of the Water Heater Connectors and/or any purchase receipts for the Water Heater Connectors; documents to substantiate that the Water Heater Connector failed and was the cause of the damage; and photographs evidencing the failure of the Water Heater Connector (i.e., depicting black flecks in the water, faucet or appliance).

3. Have you replaced the Water Heater Connectors that you allege failed?
4. Have you repaired any alleged damage to your property as a result of the failure? ___ Yes ___ No

If yes, describe the alleged repairs made by you, or others hired by you, and identify in your description who made those repairs :

5. For any work performed by you in the above description, please state the amount of time spent by you:

6. For any work performed by others in the above description, please state the amount paid out-of-pocket by you:

Enclosures: Please include all proofs of payment for repair of property damage caused by a failed Water Heater Connector.

B. Claim History

1. Have you ever submitted a claim for the failure of a Water Heater Connector to a third party?

Yes No

If yes, answer the following:

- How many prior claims have you made relating to your Water Heater Connector(s)?
- To whom was any prior claim made?
- Have you been paid for your damage alleged in any prior claim?

Yes No

If yes, by who, and how much?

If no, what was the ultimate resolution of the claim(s)?

VI. SETTLEMENTS

Have you entered into any oral or written settlement of the claims identified above, or received the benefit of any payments to you or on your behalf as a result of those claims?

Yes No

If yes, state the date and amount of settlement and the party with whom you settled:

If yes, please attach a copy of the Release or Settlement Agreement.

VII. ADDITIONAL INFORMATION

If you have any additional information which you would like us to consider in evaluating your claim, please attach that information as a separate document.

VIII. CERTIFICATION

All the information that I/we supplied in this Claim Form is true and correct to the best of my/our knowledge and belief and this document is signed under penalties of perjury.

Signature

Date

THIS CLAIM FORM WILL BE USED BY THE CLAIMS ADMINISTRATOR TO DETERMINE YOUR ELIGIBILITY TO RECOVER UNDER THIS SETTLEMENT AND TO DETERMINE THE VALUE, IF ANY, OF YOUR SETTLEMENT RECOVERY. ALL INFORMATION SUPPLIED BY YOU IN SUPPORT OF YOUR CLAIM IS SUBJECT TO THE PENALTIES OF PERJURY PURSUANT TO 18 U.S.C. §1623.