

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement (“Agreement”) is entered into by and among Plaintiff Vanessa West (“Plaintiff” and/or the “Class Representative”) and Rheem Manufacturing Company (“Rheem”) (collectively, the “Parties”). Following negotiations between the Parties with the assistance of JAMS mediator, the Honorable Phillip Gutierrez (Ret.), the Parties have reached the settlement set forth in this Agreement (the “Settlement”). By entering into this Agreement and the Settlement, Rheem does not admit any wrongdoing, liability, fault, injury, damages or violation of any law whatsoever, and the Parties agree to settle, fully and finally, all of the claims that have been or could have been brought in the putative class-action lawsuit against Rheem and Melet Plastics, Inc. (“Melet,” and together with Rheem, “Defendants”) relating to certain round poly drain valves as described below. The Settlement set forth in this Agreement will become effective only if it is finally approved by the Court.

RECITALS

WHEREAS, Plaintiff filed a class action Complaint against Defendants in the United States District Court of California on November 8, 2024, Case No. 2:24-cv-9686 CAS-MAA (the “Lawsuit”), alleging Defendants are liable for damages and other economic injuries related to their round poly drain valve sold independently and as a part of water heaters provided, manufactured, and sold by Defendants;

WHEREAS, Defendants deny all alleged liability, wrongdoing, fault, violation, and damages or injuries;

WHEREAS, Settlement Class Counsel engaged in informal discovery, investigation (including testing the Class Products and conferring with an engineering expert), and fact gathering, including conferring with and creating a damage model with an expert on damages, to evaluate Plaintiff’s claims and Defendants’ defenses;

WHEREAS, the Parties engaged in good faith, arm’s-length negotiations to avoid the delays, expense, and risks inherent in continued litigation of Plaintiff’s claims; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the Parties agree to resolve, release, and settle the claims against the Released Parties on the terms set forth below:

1. **DEFINITIONS**

For purposes of this Settlement, the following terms shall have the meanings set forth in this Section. Terms used in the singular shall include the plural.

- 1.1 Action or Lawsuit** shall mean the proceeding captioned *Vanessa West, individually and on behalf of all others similarly situated, v. Rheem Manufacturing Company, and Melet Plastics, Inc.* (Case No. 2:24-cv-9686 CAS-MAA), filed in the United States District Court, Central District of California.
- 1.2 Administration and Notice Expenses** shall mean reasonable fees and expenses incurred for (1) preparing the Class Notice; (2) the costs of Publication Notice; (3) receiving and adjudicating claims submitted by Settlement Class Members for compensation under this Settlement, including the costs of administering a Settlement Website and submission of claims; (4) receiving and processing objections to the Settlement and opt-out requests submitted by Settlement Class Members who wish to exclude themselves from the class; (5) preparing status reports to the Parties and the Court; (6) preparing tax returns for any Settlement bank accounts; (7) distributing Settlement payments or other benefits to Settlement Class Members who timely submit Valid Claims and (8) other costs of notice and administration of the Settlement that may be mutually-agreed upon by Defendants and Class Counsel, including administration of claims made for the product issues defined herein.
- 1.3 Attorneys' Fees and Costs** shall mean the separately negotiated attorneys' fees for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement and/or pursuant to Court order, securing the Court's approval of the Settlement, administering the Settlement and expenses for any experts.
- 1.4 Claims Period** shall mean the period during which the Settlement Administrator will accept claims that Settlement Class Members have submitted for Documented Losses, warranty extension and/or for a Replacement Brass Drain Valve.
- 1.5 Claims Deadline** shall mean 75 days after the Notice Date or 45 days before the date set for the Fairness Hearing (whichever is later), as defined and described below.
- 1.6 Claim Form** shall mean the form attached hereto as Exhibit 1, to be approved by the Court and to be submitted to the Settlement Administrator by Settlement Class Members who wish to make a claim, which allows each

Settlement Class Member to seek reimbursement of “Documented Losses,” and/or either (a) a “Replacement Brass Drain Valve” or (b) a one-year extended warranty for parts and labor on their drain valves.

- 1.7 Class Counsel** shall mean Scott Edward Cole of Cole & Van Note and Ronald Armstrong from The Armstrong Firm, PLLC.
- 1.8 Class Notice** means the notice to the Settlement Class attached as Exhibit 2, to be approved by the Court and posted on the Settlement Website in accordance with this Agreement.
- 1.9 Class Products** means round poly drain valves with Part Nos. AP12159A, AP12159B, AP12159C, AP12159D, AP12159E, AP12159F, AP12159G, AP12159H, AP12159J, AP12159K, AP14830A, AP14830B, AP14830C, AP14830D, AP14830E, AP14830F, AP14830G, AP16800A, AP16800B, AP16800C, AP16800D, AP16800E, AP16800F, AP16800G, AP16838A, AP16838B, AP16838C, AP16838D, AP16838E, AP16838F, AP16838G, SP12159A, SP12159B, SP12159C, SP12159D, SP12159E, SP12159F, SP12159G, SP12159H, SP12159J, SP12159K, SP14830A, SP14830B, SP14830C, SP14830D, SP14830E, SP14830F, SP14830G, SP16800A, SP16800B, SP16800C, SP16800D, SP16800E, SP16800F, SP16800G, SP16838A, SP16838B, SP16838C, SP16838D, SP16838E, SP16838F, or SP16838G manufactured and advertised between 2019 and 2023.
- 1.10 Counsel for Rheem** shall mean Kahn A. Scolnick, Bradley J. Hamburger, Katie K. Geary, Clayton Collier, and Allison Roy Kawachi of Gibson, Dunn & Crutcher LLP.
- 1.11 Court** shall mean the United States District Court for the Central District of California.
- 1.12 Day(s).** All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated. Time is of the essence with regard to all dates expressed here. All deadlines set forth in this Agreement are material terms of the Agreement and will be reflected in the Final Approval Order and Judgment.
- 1.13 Defendants** shall mean Rheem Manufacturing Company and Melet Plastics, Inc.
- 1.14 Documented Losses** shall mean any out-of-pocket expenses incurred by a Settlement Class Member arising from a qualifying valve failure, previously unreimbursed by insurance, Rheem, or any other source, and supported by receipts, photos, service invoices, or other documentation that the Settlement Administrator may require to confirm that a claimed loss is genuine and arises from a qualifying valve failure.

- 1.15 Effective Date** means the first date that is three business days after all of the following have occurred: (i) the Parties have executed this Agreement; (ii) the Court has entered an order granting final approval of the Settlement in accordance with the terms of this Agreement; (iii) the time for any challenge to the Settlement, both in the Court and on appeal, has elapsed; and (iv) the Settlement has become final, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected and appeals have been exhausted. For purposes of this Section, an “appeal” shall not include any appeal that concerns solely the issue of Class Counsel’s attorneys’ fees and expenses or the Class Representative Service Award.
- 1.16 Fairness Hearing** means the final class action approval hearing, to be held after notice has been provided to the Settlement Class in accordance with this Agreement to: (1) determine whether to grant final class action settlement approval, and (a) certify the Settlement Class, (b) designate the Class Representative, (c) designate Class Counsel as counsel for the Settlement Class and the Settlement; (2) consider whether to enter the Final Approval Order and Judgment and (3) to rule on Class Counsel’s fee request and Class Representative Service Award.
- 1.17 Final Approval Order and Judgment** shall mean the proposed order granting final approval to the Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Settlement.
- 1.18 Notice Date** means the date on which the Settlement Administrator initiates the Publication Notice, which shall not be later than 30 days after entry of the Preliminary Approval Order.
- 1.19 Notice of Claim Deficiency** shall mean the form that the Settlement Administrator will prepare and send, by first-class United States Mail, or email if available, to each person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim, but considered repairable with additional and/or modified information.
- 1.20 Notice of Claim Denial** shall mean the form that the Settlement Administrator will send, by first-class United States Mail, or email if available, to each person who has submitted a Claim Form that the Settlement Administrator has determined, subject to review and approval by Class Counsel, to not be a Valid Claim.
- 1.21 Plaintiff and/or the Class Representative** shall mean Vanessa West.

- 1.22 Preliminary Approval Order** shall mean the proposed order granting preliminary approval of this Settlement, to be entered by the Court with terms to be agreed upon by the Parties and consistent with this Agreement.
- 1.23 Publication Notice** shall mean the notice of the Settlement to be disseminated to the Settlement Class through publication in media outlets, websites, newspapers, social media, or other channels as approved by the Court.
- 1.24 Released Claims** shall mean all claims against Defendants and the Released Parties resulting from, arising out of, based upon, or relating to (a) the Class Products; or (b) any of the alleged violations of laws or regulations asserted in the Complaint or the Action or that could have been asserted in the Lawsuit.
- 1.25 Released Parties** shall mean (i) Defendants, together with their predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (ii) each of Defendants' past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers; and (iii) all distributors, retailers, suppliers and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation or servicing of the Class Product(s), all of whom will be parties to the Releases set forth in Section 9.
- 1.26 Releasing Parties** shall mean all Settlement Class Members who do not timely and validly opt out of the Settlement and each of their respective heirs, beneficiaries, trustees, executors, administrators, representatives, agents, successors, assigns, insurers, and any other person or entity by, through, or on behalf of any such Settlement Class Member.
- 1.27 Replacement Brass Drain Valve** shall mean a replacement component for the allegedly defective valve, provided to Settlement Class Members upon Valid Claim submission, subject to the 20,000-unit cap set forth in Section 3.2(c).
- 1.28 Service Award** shall mean a Court-approved sum to be paid to Plaintiff in accordance with Section 8.2.
- 1.29 Settlement Administrator** shall mean the third-party administrator appointed to manage the notice, claim, and distribution process, subject to Court approval.
- 1.30 Settlement Class** shall mean:
- “All individuals and entities that own or have owned Class Products and/or who own or have owned homes or other structures physically

located in the United States in which the Class Products are or were installed.”

- 1.31 Settlement Class Member(s) or Claimant(s)** shall mean all persons who are members of the Settlement Class who do not opt out.
- 1.32 Settlement Website** shall mean a website created by the Settlement Administrator to facilitate notice and claims administration.
- 1.33 Valid Claim** shall mean a Claim Form that (i) is timely submitted by a Settlement Class Member in accordance with the requirements of this Agreement and the Preliminary Approval Order, (ii) is signed with a certification that the information is true and correct to the best of the claimant’s knowledge and recollection, and (iii) contains all of the attestations, certifications, information and documentation required for that Settlement Class Member to be eligible to receive one or more of the benefits provided by this Settlement.

2. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

For purposes of implementing this Agreement, and for no other purpose, Rheem stipulates to the conditional certification of the Settlement Class. If, for any reason, this Agreement and the Settlement reflected in it should fail to become effective, Rheem’s stipulation to conditionally certify the Settlement Class shall be null and void, may not be used against Rheem for any purpose in the Lawsuit, and the Parties shall return to their prior positions in the Lawsuit.

3. SETTLEMENT BENEFITS

The Settlement provides meaningful and multi-faceted relief for Settlement Class Members with respect to the Class Products. These benefits include equitable relief (a warranty extension for parts only) to all Settlement Class Members without any need to submit a claim. The benefits also include monetary reimbursement for Documented Losses and, depending on the nature of the claim(s) submitted by each Settlement Class Member, alternative forms of additional equitable relief (e.g., a Replacement Brass Drain Valve or shorter warranty extension that includes labor). All Settlement Class Members who do not opt out of the Settlement may elect to recover under this Settlement as follows:

3.1 Documented Loss Reimbursement

Regardless of whether they also elect another form of relief under this Settlement, all Settlement Class Members may submit claims for reimbursement of Documented Losses reasonably traceable to their use, installation, and/or ownership of the Class Products.

- 3.1(a) Valid Claims must include sufficient documentation such as dated receipts, invoices, technician reports, and/or other records demonstrating both the amount incurred and the connection to the Class Product(s).

- 3.1(b) Each Settlement Class Member may recover up to \$1,500 for Valid Claims, subject to a total aggregate cap of \$500,000 across all Documented Loss reimbursements.
- 3.1(c) In the event the aggregate amount of Valid Claims exceeds the \$500,000 aggregate cap identified in Section 3.1(b), the amount of the Documented Loss reimbursement payments for each claimant will be reduced *pro rata* accordingly. Any *pro rata* decreases will be on an equal percentage basis. Specifically, each Settlement Class Member who submits a Valid Claim for Documented Losses shall receive a proportionally reduced payment, such that the total amount paid for all Valid Claims for Documented Losses does not exceed the \$500,000 aggregate cap.
- 3.1(d) In the event the aggregate amount of Valid Claims is less than the \$500,000 aggregate cap identified in Section 3.1(b), Rheem shall pay only the amount required to satisfy all Valid Claims.
- 3.1(e) Reimbursement will be provided on a claims-made basis and subject to review and validation by the Settlement Administrator.
- 3.1(f) The Settlement Administrator shall initiate payment of Valid Claims within 60 days after the Effective Date. All checks issued by the Settlement Administrator to Eligible Claimants shall remain valid for 150 days.

3.2 Extended Warranty and Replacement Benefits

- 3.2(a) Two-Year Automatic Parts-Only Warranty Extension: All Settlement Class Members, regardless of whether they submit a claim of any kind, will automatically receive an extension to the warranty coverage for the Class Product(s), as follows: A two-year extension of Settlement Class Members' current (as of the Effective Date of this Settlement) warranty coverage for parts (materials and workmanship) only, consistent with existing warranty terms that apply (excluding any coverage for labor), covering the Class Products; this extended term applies only to the Class Products themselves, not any other aspect of Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. If the original Class Product/parts warranty has expired for any Settlement Class Member as of the Effective Date of this Settlement, that/those Settlement Class Member(s) shall receive a new two-year parts-only warranty on their Class Product(s), said warranty(ies) to commence as of the Effective Date of this Settlement; this additional warranty term applies only to the Class Products themselves, not any other aspect of the Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. The Two-Year Automatic Parts-Only Warranty Extension does not cover

any labor expenses for service, repairs, reinstallation, permits, removal, or disposal of the failed water heater or parts.

- 3.2(b) One-Year Elective Warranty Extension: In lieu of the Two-Year Automatic Parts-Only Warranty Extension described above in Section 3.2(a), and in lieu of the Replacement Brass Drain Valve Election described below in Section 3.2(c), Settlement Class Members may submit a claim (during the Claims Period) to elect a One-Year Elective Warranty Extension for parts (materials and workmanship) and labor costs associated with the Class Products and their replacement or repair, consistent with existing warranty terms; this optional warranty applies only to the Class Products themselves, not any other aspect of Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. This option shall be available to the first 100,000 Settlement Class Members who submit a Valid Claim electing it and, after this 100,000 ceiling is reached, all remaining Settlement Class Members will be eligible only for the Two-Year Automatic Parts-Only Warranty Extension. For those who choose this option, the One-Year Elective Warranty Extension shall start immediately upon the Effective Date; or, for those Settlement Class Members whose existing warranty coverage still covers parts and labor, the One-Year Elective Warranty Extension shall start immediately after the expiration of that current parts-and-labor warranty, following the Effective Date.
- 3.2(c) Replacement Brass Drain Valve Election: In lieu of the Two-Year Automatic Parts-Only Warranty Extension described above in Section 3.2(a), and in lieu of the One-Year Elective Warranty Extension (i.e., for parts and labor) described above in Section 3.2(b), Settlement Class Members may submit a claim (during the Claims Period) for the replacement of their Class Product(s) with a new brass drain valve. Each Settlement Class Member may receive one Replacement Brass Drain Valve, regardless of the number of Class Products that Class Member has or had. This option shall be available to the first 20,000 Settlement Class Members who submit a Valid Claim electing a Replacement Brass Drain Valve and, after this 20,000 ceiling is reached, all remaining Settlement Class Members will be eligible only for the Two-Year Automatic Parts-Only Warranty Extension. No labor is included.
- 3.2(d) Detailed instructions for electing between these options will be provided in the Class Notice.

4. SETTLEMENT APPROVAL

Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Class Action Settlement Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Rheem.

The Motion for Preliminary Class Action Settlement Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth in Section 6 of this Agreement and approve the form and content of the Class Notice; (4) approve the Claim Form and claim process; (5) approve the procedures for individuals in the Settlement Class to opt out of or object to the Settlement; (6) stay the Action pending final approval of the Settlement; (7) find that the settlement funds are to be a “Qualified Settlement Fund” as defined in Section 468B-1(c) of the Treasury Regulations; and (8) schedule a Fairness Hearing for a time and date mutually convenient for the Court, Class Counsel, and Counsel for Rheem.

Class Counsel shall provide Counsel for Rheem with a reasonable opportunity, but no more than 7 calendar days, to review and provide comments on the Motion for Preliminary Class Action Settlement Approval before the motion and supporting papers are filed with the Court.

5. SETTLEMENT ADMINISTRATION

The Parties agree that, subject to Court approval, CPT Group shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws. Rheem shall be responsible for paying all reasonable Administration and Notice Expenses.

No later than 10 days after entry of the Court’s Preliminary Approval Order, Rheem shall deposit, or cause to be deposited, \$295,000.00 into the settlement fund by wire transfer for purposes of paying notice-related costs, and other reasonable administrative expenses that may be incurred pursuant to this Settlement in conjunction with the retention and/or services of the Settlement Administrator.

Following the Court’s Final Approval Order and Judgment, the Defendants shall make, or cause to be made, additional payments for Settlement Administration, if any, as required by the Settlement, subject to the Settlement Administrator’s capped bid.

The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph(s) and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the claims process and administering Documented Loss reimbursements and Replacement Brass Drain Valves to Settlement Class Members who submit Valid Claims.

The Settlement Administrator’s duties shall include:

- 5.1 Completing the Court-approved Notice Program by initiating Publication Notice, sending paper Claim Forms (upon request from individuals in the Settlement Class), reviewing Claim Forms, notifying Claimants of deficient

Claim Forms using the Notice of Claim Deficiency and sending settlement benefits to Settlement Class Members who submit a Valid Claim;

- 5.2 Providing Publication Notice to the Settlement Class using appropriate media outlets, including social media outlets, and media outlets and notices. These shall be approved by Counsel for Rheem, Class Counsel, and the Court before the Class Notice is published;
- 5.3 Establishing and maintaining a post office box or equivalent to receive opt-out requests, objections, and Claim Forms, from Settlement Class Members;
- 5.4 Establishing and maintaining the Settlement Website that will include all necessary and pertinent information for Settlement Class Members, including the Claim Form, the Class Notice, and information relating to relevant deadlines. The Settlement Website will also permit Settlement Class Members to submit claims online, including uploading any necessary documentation. The Settlement Website will also include information that Rheem and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings, such as the operative Complaint, papers in support of preliminary and final approval of the Settlement, Class Counsel's fee and costs requests, plus relevant orders of the Court. The Settlement Website shall be maintained by the Settlement Administrator until 90 days after the Effective Date;
- 5.5 Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries. The toll-free telephone line shall be maintained by the Settlement Administrator during the time period that the Settlement Website is active;
- 5.6 Responding to any mailed Settlement Class Member inquiries;
- 5.7 Processing all opt-out requests from the Settlement Class;
- 5.8 Processing all claims made by Settlement Class Members submitting a claim requesting Documented Loss reimbursements, One-Year Elective Warranty Extensions, and/or Replacement Brass Drain Valves before the Notice Date, including the evaluation of the documentary proof submitted by such Settlement Class Members to substantiate a Valid Claim as set forth in this Settlement;
- 5.9(a) The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims. This includes, without limitation, employing reasonable procedures to screen claims for abuse or fraud. The Settlement Administrator shall have the discretion to

undertake, or cause to be undertaken, further verification and investigation of any Claim Form, including the nature and sufficiency of any Claim Form and supporting documentation.

- 5.9(b) The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an approved claim and shall reject Claim Forms that fail to (i) comply with the instructions on the Claim Form or the terms of this Agreement, or (ii) provide full and complete information as requested on the Claim Form.
- 5.10 Before denying any claim on the basis of insufficient documentary proof, the Settlement Administrator shall send, by email if available or first-class United States Mail if email is not available, a written Notice of Claim Deficiency to the Settlement Class Member identifying the insufficient proof that may cause the claim to be denied and giving the Settlement Class Member no more than 30 days to cure the deficiency. Insufficient documentary proof shall be the only claim deficiency for which an opportunity to cure will be provided. Examples of insufficient documentary proof include illegible or incomplete documents. The complete absence of required documentary proof is not a deficiency for which Settlement Class Members will be given an opportunity to cure;
- 5.11 If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within 10 business days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and request further review by the Settlement Administrator, in consultation with Class Counsel and Counsel for Rheem, of the denial of the claim.
- 5.12 If any Settlement Class Member disputes the Settlement Administrator's denial of a claim for any reason, the Settlement Administrator shall send the claim to Counsel for Rheem and Class Counsel to determine the claim's validity. Rheem's determination shall be final and binding unless Class Counsel, within 30 days of notification of Rheem's determination, contests that determination by first attempting to resolve the claim in dispute directly with Counsel for Rheem and, if those efforts are unsuccessful, by presenting the matter for determination by the Court within 30 days of the completion of Rheem and Class Counsel's conferral;
- 5.13 Providing weekly reports to Class Counsel and Counsel for Rheem that summarize the number of claims submitted, claims approved, and claims rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections

received to date, and other pertinent information;

- 5.14 In advance of the Fairness Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain final class action settlement approval;
- 5.15 Distributing Documented Loss reimbursements by paper check(s) to Settlement Class Members who made a Valid Claim via first class mail to Settlement Class Members;
- 5.16 Informing Rheem as to the benefit(s) selected by each Settlement Class Member. Rheem shall process and maintain all warranty extensions provided to Settlement Class Members;
- 5.17 Any other Settlement Administration function at the instruction of Class Counsel and Counsel for Rheem, including, but not limited to, verifying that all settlement benefits have been properly distributed;
- 5.18 The Notice Program and Class Notice will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties before submission to the Court for approval. Non-substantive revisions to the Class Notice may also be made before dissemination;
- 5.19 As soon as practicable, but no later than 10 days after the Parties file this Agreement with the Court, Rheem shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715.

6. NOTICE TO THE SETTLEMENT CLASS

- 6.1 The Class Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claims Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Class Counsel's application for attorneys' fees and costs and a Class Representative Service Award; the Fairness Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Counsel for Rheem shall insert the correct dates and deadlines in the Class Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If

the date or time for the Fairness Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Fairness Hearing changes.

- 6.2 The Settlement Administrator shall establish the Settlement Website no later than the day before Class Notice is first initiated. Class Counsel and Counsel for Rheem must agree as to the Settlement Website URL. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.
- 6.3 **Opt Outs.** The Class Notice also shall include a procedure for individuals in the Settlement Class to opt out of the Settlement. Individuals in the Settlement Class may opt out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. Untimely opt-out requests are invalid. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Settlement Class Members may revoke their opt-out request in writing at any time before the Court's Final Approval Order and Judgment.
- 6.4 If a Settlement Class Member submits both a Claim Form and a request to opt out prior to the Court's Final Approval Order and Judgment, the Settlement Class Member will be deemed to have waived and withdrawn the request to opt out and shall be treated as a Settlement Class Member for all purposes, irrespective of the sequencing of the submission of the Claim Form and the request to opt out.
- 6.5 **Objections.** The Class Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or application for attorneys' fees, costs, and Class Representative Service Award. Settlement Class Members may revoke their objection in writing at any time prior to the Court's final class action settlement approval.
- 6.6 Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Counsel for Rheem, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Class Notice. If submitted by mail, an objection shall be deemed to have been

submitted when posted if received with a postmark date indicated on the envelope or if mailed first-class postage prepaid and addressed in accordance with the instructions in the Class Notice. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

- 6.7 For an objection to be considered by the Court, the objection must set forth the name of this Action (*Vanessa West, et al. v. Rheem Manufacturing Company, and Melet Plastics, Inc.* (Case No. 2:24-cv-9686 CAS-MAA); the objector's full name, mailing address, telephone number, and email address (if any); the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's application for attorneys' fees, costs, and Class Representative Service Award; the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, and the caption of each case in which counsel or the firm has made such objection; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Fairness Hearing; a list of all persons who will be called to testify at the Fairness Hearing in support of the objection (if any); a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and the objector's signature (i.e., an attorney's signature is not sufficient).
- 6.8 Class Counsel and/or Counsel for Rheem may conduct limited discovery on any objector or objector's counsel.
- 6.9 The Deadline for Class Members to opt out or object to the Settlement will be 45 days after the Notice Date ("Opt-Out/Objection Period").
- 6.10 Class Counsel and/or Counsel for Rheem shall file any response(s) to the objections with the Court no later than 30 days before the Fairness Hearing.
- 6.11 The Notice Program shall be completed no later than 75 days after the Notice Date or 45 days before the original date set for the Fairness Hearing (whichever is later).

7. FINAL APPROVAL ORDER AND JUDGMENT

- 7.1 Class Representative shall file a Motion for Final Approval of the Settlement, exclusive of Class Counsel's application for attorneys' fees, costs, and the Class Representative Service Award. This motion shall be filed 15 days after the Claims Deadline, and no later than 30 days before the original date set for the Fairness Hearing. At the Fairness Hearing, the Court may choose to hear argument on the Motion for Final Approval of the Settlement and Class Counsel's application for attorneys' fees, costs, and Class Representative Service Award. In the Court's discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs, and Class Representative Service Award, provided the objectors submitted timely objections that meet all of the requirements identified/listed in the Agreement; the Court may, in its discretion, excuse non-compliance with one or more of those requirements.
- 7.2 The Fairness Hearing will be held 45 days after the Claims Deadline.
- 7.3 At or following the Fairness Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant Class Counsel's application for attorneys' fees, costs, and a Class Representative Service Award. Such proposed Final Approval Order and Judgment shall, among other things: (1) determine that the Settlement is fair, adequate and reasonable; (2) finally certify the Settlement Class for settlement purposes only; (3) determine that the Notice Program is the best notice practicable and satisfies Due Process requirements; (4) bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Judgment; (5) release Defendants and the Released Parties from the Released Claims; and (6) reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, the Class Representative, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

8. SERVICE AWARD, ATTORNEYS' FEES AND COSTS

- 8.1 **Motion for Attorneys' Fees, Costs, and Class Representative Service Award.** Class Counsel will file a Motion requesting the Court approve an award of attorneys' fees, reimbursement of Class Counsel's costs, and Class Representative Service Award 25 days after the Notice Date.
- 8.2 **Service Award.** In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling their

obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Class Representative Service Award in the amount not to exceed \$5,000. Defendants may oppose this request. If approved, the Service Award shall be paid by Rheem, by check or wire transfer to Class Counsel to be paid to Plaintiff, within 20 days of the Effective Date. The Class Representative Service Award payment to the Class Representative shall be separate and apart from their entitlement to benefits from the Settlement.

- 8.3 **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and reimbursement of their costs in an aggregate amount not to exceed \$950,000. Rheem may oppose this request for any reason, but agrees to pay the amount of attorneys' fees and costs that the Court awards (not exceeding \$950,000). The attorneys' fees and cost awards approved by the Court shall be paid by Rheem by wire transfer to an account designated by Class Counsel, within 20 days of the Effective Date. Class Counsel shall provide Rheem with all necessary account information, including a completed IRS Form W-9, within 5 days of the Effective Date.
- 8.4 This Settlement is not contingent on approval of the request for attorneys' fees and costs or Class Representative Service Award, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Class Representative Service Award were not negotiated until after all material terms of the Settlement.

9. RELEASES

- 9.1 As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Class Products; or (b) any of the alleged violations of laws or regulations asserted in the Complaint or the Action or that could have been asserted in the Lawsuit.
- 9.2 Class Representative and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released

Parties in any jurisdiction.

- 9.3 Individuals in the Settlement Class who opt out of the Settlement before the expiration of the Opt-Out Period do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Class Representative and Settlement Class Members expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Class Representative and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Class Representative and Rheem with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.
- 9.4 Class Representative or Settlement Class Members may later discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released in this Agreement, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a benefit from the Settlement.
- 9.5 Settlement Class Members acknowledge and waive, and agree to waive, on behalf of themselves and the other Releasing Parties, Section 1542 of the California Civil Code (“Section 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.”** Settlement Class Members expressly waive and relinquish, on behalf of themselves and the other Releasing Parties, any and all rights and benefits that they may have under, or that may be conferred upon them by, the

provisions of Section 1542, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Settlement Class Members acknowledge, on behalf of themselves and the other Releasing Parties, that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, asserted or unasserted, or past, present or future, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Releasing Parties to the Released Parties shall be and remain in effect as a full and complete general release of the Released Claims notwithstanding the discovery or existence of any such additional or different claims or facts. Each Settlement Class Member expressly acknowledges, on behalf of themselves and the other Releasing Parties, that he, she, or it has been advised by their attorneys of the contents and effect of Section 1542, and with knowledge, expressly waives whatever benefits they may have had pursuant to such section. Settlement Class Members acknowledge, and the Releasing Parties shall be deemed to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of this Settlement.

- 9.6 Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of the Class Representative and Settlement Class Members; and (b) Class Representative and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of the Class Representative, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal. This release is not conditional on receipt of any benefits provided under this Settlement or otherwise, and applies as a result of membership as a Settlement Class Member, the Class Notice and Court-approval process herein, the ability to opt out of the Settlement, and the occurrence of the Effective Date.

10. TERMINATION OF SETTLEMENT

This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events: (1) Court approval of the Settlement and the Releases set forth in Section 9 of this Agreement; (2) the Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Class Action Settlement Approval; (3) the Court has entered the Final Approval Order and Judgment substantially in the form agreed to by the Parties and attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order and Judgment are resolved in favor of final class

action settlement approval; and (4) the Effective Date has occurred.

- 10.1 If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.
- 10.2 Rheem shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt out of the Settlement. Rheem shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 15 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.
- 10.3 In the event this Agreement is terminated or fails to become Effective, then the Parties shall return to the *status quo ante* in the Lawsuit as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to resume the litigation. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.
- 10.4 In the event this Agreement is terminated or fails to become effective, all funds shall be promptly returned to Rheem and Rheem shall not pay any funds to the Settlement Class, Class Counsel, or Plaintiff. However, Rheem shall have no right to seek from Class Representative, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Rheem. The Settlement Administrator shall provide remaining amounts in their possession to Rheem within 21 days of termination.

11. NO ADMISSION OF LIABILITY

- 12.1 This Settlement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Rheem has denied and continues to deny each of the claims and contentions alleged in the Complaint. Rheem specifically denies that a class could or should be certified in the litigation for litigation purposes. Rheem does not admit any liability or wrongdoing of any kind, by this Settlement or otherwise. Rheem has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Lawsuit.
- 12.2 Class Counsel believe the claims asserted in the Lawsuit have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with

the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Lawsuit. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable and in the best interests of the Settlement Class.

- 12.3 This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
- 12.4 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Class Representative or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.
- 12.5 In addition to any other defenses Rheem may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

12. MISCELLANEOUS PROVISIONS

- 13.1 Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
- 13.2 Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
- 13.3 Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

- 13.4 Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.
- 13.5 Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 13.6 No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.
- 13.7 Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the United States of America and the State of California, without regard to the principles thereof regarding choice of law.
- 13.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.
- 13.9 Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Judgment. For purposes only of this Settlement and the enforcement of the payment and performance obligations under this Settlement, Defendants also submit to the jurisdiction of this Court.

13.10 Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiff/Class Representative or Class Counsel:

Scott Edward Cole, Esq.
Mark T. Freeman, Esq.
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
sec@colevannote.com
mtf@colevannote.com

Ronald W. Armstrong, Esq.
THE ARMSTRONG FIRM, PLLC
109 Yoalana St, Suite 210
Boerne, Texas 78006
rwaii@tafpllc.com

If to Defendants or Defendants' Counsel:

Kahn A. Scolnick, Esq.
Bradley J. Hamburger, Esq.
Katie K. Geary, Esq.
Clayton Collier, Esq.
Allison Roy Kawachi, Esq.
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
kscolnick@gibsondunn.com
bhamburger@gibsondunn.com
kgeary@gibsondunn.com
ccollier@gibsondunn.com
akawachi@gibsondunn.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

13.11 Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Counsel for Rheem and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

13.12 No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

- 13.13 Authority. Class Counsel (for the Class Representative and the Settlement Class), and Counsel for Rheem (for Rheem), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of the Class Representative and Rheem to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.
- 13.14 Agreement Mutually Prepared. Neither the Class Representative nor Rheem shall be considered to be the drafter(s) of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
- 13.15 Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.
- 13.16 Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the releases contained in this Agreement, received independent legal advice with respect to the advisability of entering into this Agreement and the releases, and the legal effects of this Agreement and the releases, and fully understands the effect of this Agreement and the releases.
- 13.17 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

- 13.18 Representations/Warranties Regarding Other Potential Plaintiff or Legal Claims. Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. The Class Representative and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. The Class Representative and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. The Class Representative and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties.
- 13.19 Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. The Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

PLAINTIFF/CLASS REPRESENTATIVE

VANESSA WEST

CLASS COUNSEL

SCOTT EDWARD COLE

COLE & VAN NOTE

RONALD ARMSTRONG

THE ARMSTRONG FIRM, PLLC

DEFENDANT

RHEEM MANUFACTURING COMPANY

By: 

Rich Bendure (Aug 22, 2025 13:12:41 EDT)

Name: Rich Bendure

Its: President Water

DEFENDANT'S COUNSEL



KAHN A. SCOLNICK

GIBSON, DUNN & CRUTCHER LLP