

If You Have a Flushmate III System in Your Toilet, You May Be Eligible for Cash Payments from a Proposed \$18 Million Settlement

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- Please read this notice carefully as it impacts your rights and provides you with information regarding how to file a claim. Your legal rights are affected whether or not you take action.
- The Settlement includes anyone who owns or owned a toilet with a Series 503 Flushmate III Pressure-Assist Flushing System manufactured from October 14, 1997 through June 30, 2009 (“Flushmate System”). Flushmate Systems were installed in various toilet brands, including American Standard, Crane, Ecotech, Eljer, Gerber, Kohler, Mancesa, Mansfield, Orion, St. Thomas, Universal Rundle, Vitra, Vitromex and Western Pottery (collectively, “Flushmate Toilets”), which were sold at Home Depot and Lowe’s stores and through distributors and plumbing contractors.
- The Settlement will distribute up to \$18 million, plus additional funds if payment of property damage claims exceed certain amounts.
- To the extent not previously reimbursed, Class Members can receive reimbursement of out-of-pocket installation expenses incurred for having installed:
 - (1) a Flushmate Repair Kit,
 - (2) a replacement pressure vessel, and/or
 - (3) a replacement toilet.
- To the extent not previously reimbursed, Class Members can also receive reimbursement for property damage caused by Flushmate Systems that leaked or burst.

This monetary settlement is in addition to Flushmate’s voluntary Recall of Flushmate Systems. More information about the Recall is available at www.flushmate.com or www.flushmate.com/recall.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	This is the only way to get Settlement benefits.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you may have to individually sue the Defendants about the claims in this case.
COMMENTS/OBJECTIONS	Write to Class Counsel and Defense Counsel with any comments or objections to the Settlement or any provisions in the Settlement.
GO TO A HEARING	Appear and speak to the Court directly about the Settlement.
DO NOTHING	If the Settlement is approved by the Court, you are urged to file a claim. However, if you do not file a claim, you will give up your rights to sue the Defendants about the claims in this case.

- Your rights and options - and the deadlines to exercise them - are explained in more detail in this Notice.

QUESTIONS? CALL 1-877-412-5277 OR VISIT WWW.FLUSHMATECLAIMS.COM

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BASIC INFORMATION

1. Why was this Notice issued?

This Notice is to inform you about a proposed Federal class action Settlement involving the Flushmate System and your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable S. James Otero of the United States District Court for the Central District of California is overseeing this case. The case is known as *United Desert Charities, et. al. v. Sloan Valve Company, et. al.*, No. CV12-06878. The people who sued are called the Plaintiffs, and the companies they sued are called Defendants. The Defendants in this case are: Sloan Valve Company (“Sloan”); Flushmate, a division of Sloan (“Flushmate”); AS America, Inc., doing business as American Standard Brands (“American Standard”); Kohler Co. (“Kohler”); Gerber Plumbing Fixtures, LLC (“Gerber”); Mansfield Plumbing Products, LLC (“Mansfield”); and Home Depot U.S.A., Inc. (“Home Depot”).

2. What is the lawsuit about?

Flushmate and the U.S. Consumer Product Safety Commission (“CPSC”) jointly announced a voluntary recall in June 2012 and January 2014 of Flushmate Systems (the “Recall”).

This lawsuit was filed following the June 2012 Recall announcement and claims that the Flushmate System is defective and could cause the toilet to leak or burst resulting in injuries and/or property damage. This case does not involve any claims for personal injuries or emotional distress arising out of the “defect” alleged by the Plaintiffs. The Defendants deny all claims in this case.

Flushmate Systems were installed in certain toilets manufactured by American Standard, Crane, Ecotech, Eljer, Gerber, Kohler, Mancesa, Mansfield, Orion, St. Thomas, Universal Rundle, Vitra, Vitromex and Western Pottery (collectively, “Flushmate Toilets”), which were sold at Home Depot and Lowe’s stores and through distributors and plumbing contractors.

The Court has not determined who is right or whether either side “won.” Instead, both Plaintiffs and Defendants have agreed to settle to avoid the uncertainties, delays, and expenses of continuing the lawsuit.

3. What is a class action?

In a class action, one or more persons called “class representatives” sue on behalf of a group of people who have similar claims. All of these persons are called a “class” or “class members.” In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. By agreeing to settle, both Plaintiffs and Defendants avoid the cost and risk of further litigation and a trial, and the people affected will get a chance to receive compensation. The Class Representatives and their attorneys think the Settlement is best for the Class and recommend the Settlement to Class Members. Defendants deny any liability and that they did anything wrong.

QUESTIONS? CALL 1-877-412-5277 OR VISIT WWW.FLUSHMATECLAIMS.COM

WHO'S INCLUDED IN THE SETTLEMENT?

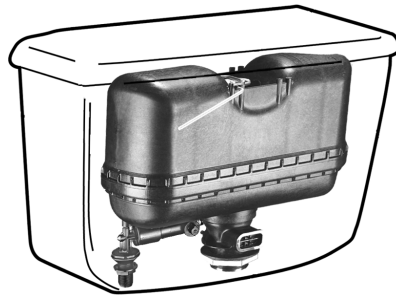
5. Who is part of the Settlement?

The Class includes any person or entity in the United States who owns or owned a Flushmate System installed in the United States. Not included in the Settlement are:

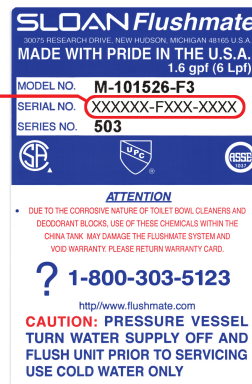
- Anyone who has already received a judgment against Defendants or already received payment from Defendants concerning the claims in this case;
- Anyone who received cash reimbursement from Flushmate for property damage resulting from a burst or leak in a Flushmate System;
- Anyone who had damages as a result of a leak or burst of a Flushmate System that occurred on or before August 9, 2008, but who have not brought any lawsuit relating to the claims in this case on or before August 9, 2012;
- Anyone who owns property that previously contained, but no longer contains, a Flushmate System or Flushmate Toilet, and has not experienced a leak or burst of a Flushmate System (except Persons who replaced their Flushmate Toilets in response to the Recall);
- Anyone who formerly owned property that contained a Flushmate System, and did not experience a leak or burst of a Flushmate System during that ownership;
- The Defendants and their legal representatives;
- Any entity in which the Defendants have a controlling interest (or which has a controlling interest in the Defendants);
- Retailers and wholesalers of the Flushmate System; and
- The Judges assigned to this case and their immediate family members.

6. How can I tell if I have a Flushmate III System?

The Flushmate System includes a rectangular plastic polypropylene tank or “vessel” located in a toilet’s water storage tank. The vessel stores water under pressure that is released when the toilet is flushed.



Unique Serial Number from *FLUSHMATE III* unit for recall verification.



The manufacturing date code/serial number is 16 characters long and is located on the label on the top of the Flushmate System’s polypropylene vessel. The first six numerals of the serial number are the manufacturing date code. The manufacturing date code range for the Recall begins with 101497 (October 14, 1997) and continues through 063009 (June 30, 2009).

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7. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Settlement, you may call 1-877-412-5277 with questions or visit www.FlushmateClaims.com. You may also mail questions to Flushmate Settlement, P.O. Box 1272, Lancaster, CA 93584, or email info@flushmateclaims.com.

THE SETTLEMENT BENEFITS - WHAT YOU GET

8. What does the Settlement provide?

A Settlement Fund will be established to distribute up to \$18 million, plus additional funds if property damage claims paid from the Settlement Fund exceed \$1.5 million and the entire \$18 million fund is used. The Settlement will be funded over a three-year period.

To the extent not previously reimbursed, Class Members can receive reimbursement of out-of-pocket expenses incurred for having installed:

- (1) a Flushmate Repair Kit,
- (2) a replacement pressure vessel, and/or
- (3) a replacement toilet.

AND

Reimbursement for any direct property damage caused by Flushmate Systems that leaked or burst.

(Terms are defined in the Settlement Agreement available at www.FlushmateClaims.com.)

This monetary settlement is in addition to Flushmate's voluntary Recall of Flushmate Systems. More information about the Recall is available at www.flushmate.com or www.flushmate.com/recall.

9. How much will my cash payment be if I have installation/replacement costs?

At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement. If you submit a valid Claim Form by **September 24, 2016**, you will receive a pro rata distribution from the Settlement Fund for the unreimbursed out-of-pocket expenses for having installed a Repair Kit, having installed a replacement vessel or having installed a replacement toilet in place of a Flushmate Toilet, as set forth in the Plan of Allocation available at www.FlushmateClaims.com. Your payment may be adjusted to take into consideration the total number of repairs/replacements submitted by all Class Members and any supplemental payments made after the claims period has expired. It is possible that you will receive less than the full amount of your out-of-pocket expenses. You may also receive reimbursement for Property Damage caused by a Flushmate System that leaked or burst as set forth in the Plan of Allocation available at www.FlushmateClaims.com.

If there is money available in the Settlement Fund after paying all claims and expenses, the lawyers for the Class will ask the Court's permission to distribute those remaining funds to Class Members on a proportional basis so that every Class Member who files an eligible claim on time may receive a second payment. However, if there are minimal funds remaining, the lawyers for the Class will alternatively request the Court to allow the money to be donated to a charitable organization.

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The Settlement Amount will be deposited into an interest-bearing trust account. The Settlement Amount plus all interest earned is referred to as the "Settlement Fund." If the Court approves the Settlement, the "Net Settlement Fund" will be distributed to Class Members who submit valid, eligible Claim Forms. (The Net Settlement Fund is the Settlement Fund less Court-approved attorneys' fees and expenses, notice and administration expenses, taxes and tax expenses.) Further information about the Settlement, attorney's fees, anticipated payments to Class Members and other detail is available at www.FlushmateClaims.com.

HOW TO GET BENEFITS - SUBMITTING A CLAIM FORM

10. How can I get a payment from the class action Settlement?

If you are a Class Member and want to participate in the Settlement, you must submit a Claim Form by **September 24, 2016**. Claim Forms are available online at www.FlushmateClaims.com or by calling 1-877-412-5277.

You may submit your Claim Form online, or by e-mail, U.S. Mail or facsimile at the addresses listed below:

By Mail: Flushmate Claims Administrator
P.O. Box 1272
Lancaster, CA 93584

By Internet: www.FlushmateClaims.com

By E-mail: CSR@flushmateclaims.com

By Facsimile: (661) 951-0978

11. How can I get a Repair Kit?

You will need to contact Flushmate directly for all inquiries related to the CPSC Recall, including requests for a Repair Kit. For more information, contact Flushmate toll-free at 1-800-303-5123 or visit the Flushmate website at www.flushmate.com or www.flushmate.com/recall.

12. When will I get my payment?

Payments will be mailed to Class Members who submit valid, eligible Claim Forms after the Court grants "Final Approval" of the Settlement, and after any appeals are resolved. The Court will hold a hearing on **August 25, 2014** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. Resolving these appeals can take time.

REMAINING IN THE SETTLEMENT

13. What am I giving up if I stay in the Class?

If the Settlement becomes final and you did not exclude yourself from the Settlement, you will give up your right to sue the Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendants are described in Section VI of the Settlement Agreement. You will

QUESTIONS? CALL 1-877-412-5277 OR VISIT WWW.FLUSHMATECLAIMS.COM

be “releasing” the Defendants and all related parties as described in this section. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available online at www.FlushmateClaims.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 18 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

This Settlement does not restrict or alter the warranty rights that the manufacturers offer with the Flushmate System or the finished Flushmate Toilets. It also does not release any claims for personal injury and/or emotional distress caused by Flushmate Systems or Flushmate Toilets that have leaked or burst. It also does not release any claims for property damage occurring after the claims deadline of **September 24, 2016**.

14. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from this Settlement and you want to keep the right to sue the Defendants about the claims in this case, then you must take steps to remove yourself from the Class. This is called excluding yourself or "opting-out" from the Class.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or Request for Exclusion) stating that you want to be excluded from the Settlement. Your letter or Request for Exclusion must also include:

- Your full name, current address, property address (if different), telephone number, and your signature;
- The approximate date you purchased, installed, or were given your Flushmate Toilet or Flushmate System;
- The serial number(s) of your Flushmate System(s); and
- A statement substantially to the effect of: “I/We hereby request that I/we be excluded from the proposed class in *United Desert Charities v. Sloan Valve Company*, and receive none of the benefits of the Settlement.”

You must mail your letter postmarked by **July 25, 2014** to:

Flushmate Settlement
P.O. Box 1272
Lancaster, CA 93584

QUESTIONS? CALL 1-877-412-5277 OR VISIT WWW.FLUSHMATECLAIMS.COM

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

No. If you exclude yourself, you will not get anything from the Settlement. If you ask to be excluded, you will not get any money, and you cannot object to the Settlement.

17. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims being resolved by this Settlement. This Settlement does not include claims for personal injury or emotional distress. The Settlement does not release claims for property damage occurring after the claims deadline of **September 24, 2016**.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?

Yes. The Court has appointed several law firms as "Class Counsel" to represent the interests of the Class. These law firms are:

Birka-White Law Offices 65 Oak Court Danville, CA 94526 Telephone: (925) 362-9999 Facsimile: (925) 362-9970	Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29 th Floor San Francisco, CA 94111 Telephone: (415) 956-1000 Facsimile: (415) 956-1008
Audet & Partners, LLP 221 Main Street, Suite 1460 San Francisco CA 94105 Telephone: (415) 982-1776 Facsimile: (415) 576-1776	Wexler Wallace LLP 55 West Monroe Street, Suite 3300 Chicago, IL 60603 Telephone: (312) 346-2222 Facsimile: (312) 346-0022
Levin, Fishbein, Sedran & Berman 510 Walnut Street, Suite 500 Philadelphia, PA 19106 Telephone: (215) 592-1500 Facsimile: (215) 592-4663	Holland Groves Schneller & Stolze, LLC 300 North Tucker Boulevard, Suite 801 St. Louis, MO 63101 Telephone: (314) 241-8111 Facsimile: (314) 241-5554
Parker Waichman LLP 3301 Bonita Beach Road Suite 101 Bonita Springs, FL 34134 Telephone: (239) 390-1000 Facsimile: (239) 390-0055	Geragos and Geragos PC 644 South Figueroa Street Los Angeles, CA 90017-3480 Telephone: (213) 625-3900 Facsimile: (213) 625-1600

These lawyers will ask the Court for payment out of the Settlement Fund (*see* Question 19); you will not otherwise be charged for their work. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

19. How will the lawyers be paid?

Several class action cases have been filed about Flushmate Toilets and consolidated before one Court. The initial case was filed on August 9, 2012. Since that time, the attorneys have worked without any compensation and have not been reimbursed for their expenses. Class Counsel will ask the Court to

approve fees of 25% of all money actually paid into the Settlement Fund plus reimbursement of all costs. In addition, they will ask the Court to approve an incentive award of \$1,000 to each of the Class Representatives for their services in this case. Class Counsel’s request for an award of attorneys’ fees will be posted on the Settlement website after June 30, 2014 (briefing deadline).

The cost to administer the Settlement, the cost to inform people about the Settlement, attorneys’ fees and expenses, and payments to the Class Representatives will be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the Settlement or some part of it.

20. How do I tell the Court if I don’t like the Settlement?

If you’re a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. To object, send a letter saying that you object to the Settlement in *United Desert Charities v. Sloan Valve Company*, No. CV12-06878. Be sure to include:

- Your full name, current address, property address (if different), telephone number, and your signature;
- The approximate date you purchased, installed, or were given your Flushmate Toilet or Flushmate System, along with proof of ownership of the property;
- The serial number(s) of your Flushmate System(s);
- The reasons why you object to the Settlement;
- Copies of any documents you want the Court to consider (including all briefs, written evidence, and declarations);
- If represented by an attorney, the signature of the attorney representing you; and
- Whether you or your attorney will appear at the Fairness Hearing (*see* the “Court’s Fairness Hearing” section below).

If you want to appear or speak at the Fairness Hearing to object to the Settlement, with or without a lawyer, you must say so in your objection letter by stating in the letter that it is your “Notice of Intent to Appear in *United Desert Charities v. Sloan Valve Company*, No. CV12-06878.” However, the Court retains its discretion in determining who will be allowed to speak at the Fairness Hearing. Mail the objection to **both** of the addresses below. Objections must be received no later than **July 30, 2014**.

CLASS COUNSEL	DEFENSE COUNSEL
Lief Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29 th Floor San Francisco, CA 94111 Attn: Kristen Law Sagafi	Dentons US LLP 525 Market Street, 26 th Floor San Francisco, CA 94105 Attn: Steven Frankel

21. What’s the difference between objecting and excluding myself from the Settlement?

Objecting is telling the Court that you don’t like something about the proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

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THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on **August 25, 2014** in Courtroom 1, at the United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider Class Counsel's request for attorneys' fees and expenses as well as the incentive awards for the Class Representatives. At the hearing, the Court will consider objections and arguments concerning the fairness of the Settlement. The Court will only listen to people who have asked to speak at the hearing (*see* Question 20 above). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

GETTING MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. You can get a copy of the detailed Settlement Agreement and other important information about the case at www.FlushmateClaims.com. You may also contact the Claims Administrator directly if you have any questions. Before doing so, however, please read this Notice carefully.

Flushmate Settlement
P.O. Box 1272, Lancaster, CA 93584
1-877-412-5277
info@flushmateclaims.com