

If You Have a Watts Water Heater Connector or a FloodSafe Brand Connector You Could Get Benefits from Two Class Action Settlements

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

- Settlements have been reached with Watts Regulator Co. (“Watts”) regarding Water Heater and FloodSafe connectors designed, manufactured, distributed and/or sold by Watts. The Settlements apply to anyone who owns or owned (or leases or leased) a residence or other structure located in the United States containing a Watts Water Heater or FloodSafe connector after November 4, 2008, including persons who suffered property damage and/or paid to repair property damage caused by the failure of a Water Heater or FloodSafe connector.
- Below are example images of Watts Water Heater and FloodSafe connectors.



- These Settlements provide cash payments for: (1) the replacement of those Water Heater and FloodSafe connectors currently in use, and (2) reimbursement of up to 25% of the property damage caused by the failure of a Water Heater or FloodSafe connector.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM FORM	The only way to get a cash payment from these Settlements.
EXCLUDE YOURSELF	Get no benefits from the Settlements. This is the only option that allows you to start a lawsuit against Watts for claims about Water Heater and FloodSafe connectors.
OBJECT	You may object to the certification of the Settlement Classes, to the terms of the proposed Settlements, or to Class Counsel's request for attorneys' fees, expenses or the request for service awards.
GO TO A HEARING	Ask to speak in Court about the fairness of these Settlements.
DO NOTHING	Get no payment. Give up your rights to sue Watts for claims regarding Water Heater and FloodSafe connectors.

- 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 these settlements. 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.

What This Notice Contains

BASIC INFORMATION	PAGE 4
1. Why is this Notice being provided?	
2. What are these lawsuits about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO ARE IN THE SETTLEMENTS	PAGE 5
5. Am I part of the Settlement?	
6. How do I know if I have a Watts Water Heater or FloodSafe connector?	
7. Are there exceptions to being included in the Settlements?	
8. What if I am not sure whether I am included in the Settlements?	
9. Who can file a claim under the Settlements?	
SETTLEMENT BENEFITS - WHAT YOU GET IF YOU QUALIFY	PAGE 8
10. What are the benefits of the Settlements?	
HOW TO GET A PAYMENT	PAGE 9
11. What do I need to do to participate in the Settlements?	
12. How will the claims process work?	
13. What am I giving up to get a payment?	
EXCLUDING YOURSELF FROM THE SETTLEMENTS	PAGE 10
14. If I exclude myself, can I get anything from this Settlement?	
15. If I do not exclude myself, can I sue later?	
16. How do I exclude myself from the Settlements?	
THE LAWYERS REPRESENTING YOU	PAGE 11
17. Do I have a lawyer in this case?	
18. How will the administrative costs and attorneys' fees be paid?	
OBJECTING TO THE SETTLEMENTS.....	PAGE 12
19. How do I tell the Court if I do not like the Settlements?	
20. What is the difference between objecting and asking to be excluded?	
THE COURT'S FAIRNESS HEARING.....	PAGE 13
21. When and where will the Court decide whether to approve the Settlements?	
22. Do I have to attend the Fairness Hearing?	
GETTING MORE INFORMATION.....	PAGE 14
23. How do I get more information?	

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about proposed Settlements of two class action lawsuits, and to know your options before the Court decides whether to give final approval to the Settlements. This Notice explains the lawsuits, the Settlements, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

There are two separate class actions in which proposed settlements have been reached. The Water Heater connector Settlement was made in the case of *Sharp, et al. v. Watts Regulator Co.*, Case No. 8:16-cv-00200-JFB-TDT, which alleged that Watts' Water Heater connectors and warnings on those connectors were defective. The FloodSafe Settlement resolves the case *Klug, et al. v. Watts Regulator Co.*, Case No. 8:15-cv-00061-JFB-TDT, which alleged that FloodSafe connectors and warnings on these connectors were defective. The Honorable Joseph F. Bataillon of the United States District Court for the District of Nebraska is overseeing the Water Heater and FloodSafe connector class actions. The people who sued are called the "Plaintiffs" and the company being sued, Watts Regulator Co. ("Watts"), is the "Defendant."

2. What are these lawsuits about?

The lawsuits allege that Watts:

- Designed, manufactured, distributed, marketed and/or sold Water Heater and FloodSafe connectors that were defective;
- Knew of the defective condition of these connectors; and
- Failed to provide warnings to prevent failure of the connectors.

The lawsuits allege that Watts' actions led to the failure of the Water Heater and FloodSafe connectors. The lawsuits ask for replacement connectors to be provided to those who purchased Water Heater and FloodSafe connectors and for money to be paid to those who paid to repair property damage as a result of the failure of the connectors.

Watts denies all the claims and allegations in the lawsuits. Watts maintains that its Water Heater and FloodSafe connectors are not defective in any respect and that any failures are the result of other factors (such as improper installation, misuse, or products being at the end of their lifespan). Watts has successfully defended itself on these grounds in the past.

3. What is 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 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 Settlements (*see* Question 16).

4. Why is there a Settlement?

The Courts did not decide in favor of Plaintiffs or Watts. Instead, both sides agreed to settle these cases to avoid the cost and risk of further litigation and trial. The Settlements do not mean that any law was broken or that Watts did anything wrong. Watts denies all legal claims and allegations in this case. The Class Representatives and their lawyers think the Settlements are best for all Settlement Class Members.

WHO ARE IN THE SETTLEMENTS

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

5. Am I part of the Settlement?

The Settlements include anyone who owns or owned (or leases or leased) a residence or other structure located in the United States containing a Watts Water Heater or FloodSafe connector after November 4, 2008. This includes any person or entity that suffered property damage and/or paid to repair property damage caused by the failure of a Watts Water Heater or a FloodSafe connector.

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

“All individuals and entities that own or owned, or lease or leased a residence or other structure located in the United States containing a Water Heater or a FloodSafe Connector after November 4, 2008.”

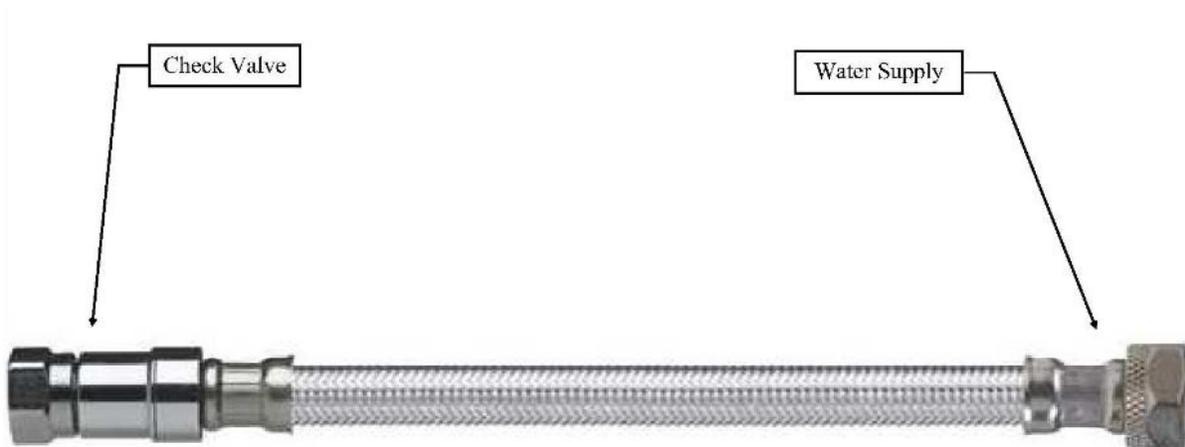
6. How do I know if I have a Watts Water Heater or FloodSafe connector?

The following can help you identify whether you may have a Water Heater or a FloodSafe connector covered by these Settlements:

- A FloodSafe connector must have a FloodSafe automatic water shutoff device on the connector.
- A Water Heater connector must have a red disc between the crimp and fitting at each end of the connector.

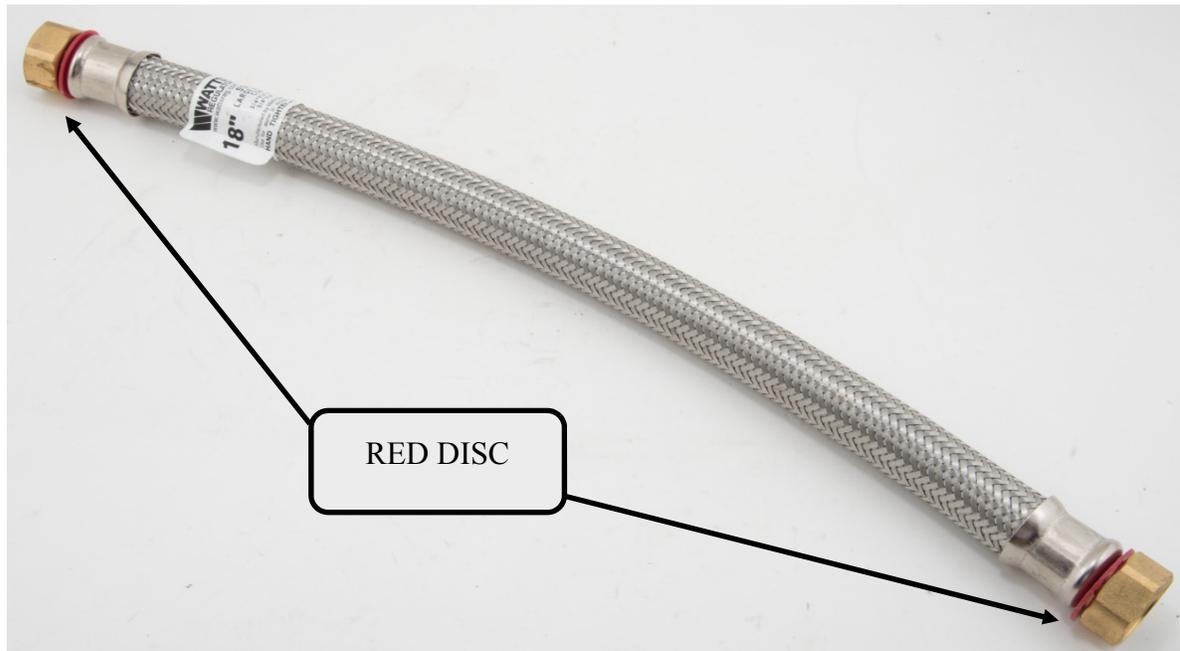
A label attached to either a FloodSafe or Water Heater connector that identifies Watts, Watts Regulator, Anderson Barrows, Savard, Everbilt, Ace Hardware, Wolverine Brass, Do-It-Best, Grainger, CalFlex, MainLine, Aqua-Flo, Belanger, Danco, *Flexconnex*, Diamond Back, Lincoln, Mabe, PlumbMaster, PlumBest, PurePro, Kenney, Electrolux or Kenmore may qualify if the connector has the above physical features.

The photos below show the FloodSafe connector with a water shutoff device that is also called a 'check valve':



Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

The photo below shows a Watts Water Heater connector with a red disc:



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

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

- Anyone who resolved their Watts Water Heater or FloodSafe connector claims through settlement or final judgment
- Watts and their affiliates
- Anyone who sold or distributed a Watts connector, unless they actually installed a Water Heater or a FloodSafe connector in its premises
- The presiding judge and his immediate family
- Anyone who timely requests to be excluded from the Class (*see* Questions 14-16)

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

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, call 877-845-3575 or visit www.ConnectorSettlements.com. Or you may write to Connector Claims Administrator, P.O. Box 4259, Portland, OR 97208-4259.

9. Who can file a claim under the Settlements?

To be eligible to file a claim for a payment under the Settlements, a Settlement Class Member must own a Water Heater or a FloodSafe connector, or had property damage and/or paid to repair property damage as a result of a failed Watts Water Heater or FloodSafe connector.

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

SETTLEMENT BENEFITS - WHAT YOU GET IF YOU QUALIFY

10. What are the benefits of the Settlements?

Under these Settlements, Watts will pay \$14 million (\$10 million into a settlement fund for Water Heater connectors and \$4 million into a settlement fund for FloodSafe connectors). After the cost of all notice, administration, litigation expenses, and attorneys’ fees are paid out of this fund, the rest will be distributed to Settlement Class Members who file claims as described below:

CAUSE OF CLAIM	CLAIMS PERIOD	PAYMENT AMOUNT	PROOF REQUIRED?
Replacement of a Water Heater or FloodSafe connector	One year after final approval of the Settlements	\$10 for each eligible connector (up to two Water Heater and two FloodSafe Connectors per residence or structure). Maximum of \$40.	Yes
Property damages due to failure of a Water Heater or FloodSafe connector	One year after final approval for property damage from November 4, 2008 to November 4, 2014. Four years after final approval for claims arising after November 4, 2014.	Up to 25% of the costs of repair. Minimum of \$25.	Yes

Replacement of Connectors

For eligible claims submitted within one year of final approval of the Settlements, Settlement Class Members can receive a cash payment of \$10 for each Water Heater and FloodSafe connector (up to two water heater connectors and two FloodSafe connectors per residence or other structure) that they replace. The maximum cash payment for replacement of connectors is \$40.

To receive a payment, you must provide proof that you own or possess a Watts Water Heater or FloodSafe connector by providing: (1) a label for the connector or a photo of the connector’s label or the connector itself and (2) a receipt for purchasing the replacement connector. There is no restriction on what brand connector you purchase to replace your Watts Water Heater or FloodSafe connector.

Payment of Property Damages Due to Failure

For eligible claims, Settlement Class Members can recover up to 25% of documented costs of repairs for property damage caused by the failure of a Watts Water Heater or FloodSafe connector, with a minimum recovery of \$25.

The Claims Administrator will review claims to determine whether they are eligible and timely, and pay the amount of the claims. Claims for damage that occurred from November 4, 2008 to November 4, 2014 must be submitted within one year after final approval of the Settlements. Claims for damage that occurred after November 4, 2014, must be made within four years after final approval. Valid claims will be paid once a year throughout the four-year claims period.

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

Money will be added to the settlement fund in installments. If the amount of approved claims is greater than the amount of money available in the settlement fund, the Claims Administrator will reduce the initial payments made to Settlement Class Members to an amount less than 25% of their approved Claim to make sure that all eligible Settlement Class Members receive a payment. If money is left in the fund at the end of the annual payment process, the Claims Administrator may provide a “catch up” payment to Settlement Class Members whose payments had been reduced to proportionally increase their total payment amounts. These payments will not exceed 25% of the property damage for each Claim.

To support your claim, you must submit the following documentation:

- A completed Claim Form
- All proofs of payment for repair of property damage caused by a failed Water Heater or FloodSafe connector
- The Watts Water Heater or FloodSafe connector; all available labels, packaging; photographs of the connector and the characteristics that qualify it as a Watts product; and any purchase receipts for the Water Heater or FloodSafe connector

HOW TO GET A PAYMENT

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

Follow the instructions on the Claim Form to receive a payment under these Settlements. All Claim Forms must be submitted along with any necessary supporting documentation or information. Claims may be submitted online or mailed by first-class United States Mail, postage prepaid, to the Claims Administrator: Connector Claims Administrator, P.O. Box 4259, Portland, OR 97208-4259.

You cannot submit your Claim Form and accompanying materials by telephone. Even if you submit your claim form online, you must mail the Watts Water Heater or FloodSafe connector, or other qualifying evidence confirming that the connector is a Watts product, to the Claims Administrator. 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.ConnectorSettlements.com or by calling 1- 877-845-3575. Or you may request one by writing to Connector Claims Administrator, P.O. Box 4259, Portland, OR 97208-4259.

12. How will the claims process work?

Validation of Claims for Benefits. The Claims Administrator will begin reviewing all timely Claim Forms after the final approval of the Settlements. The Claims Administrator will evaluate your claim based on all the information and documentation you provided and within written guidelines (available at www.ConnectorSettlements.com).

Denial of Claims for Benefit. If your Claim Form and accompanying materials do not meet all of the requirements of the Settlements, 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. A Special

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

Master will be available for a Settlement Class Member filing a claim for property damage to appeal a denial by the Claims Administrator. Instructions for appealing a decision of the Claims Administrator for a property damage claim will be provided with all denied claims.

Payment of Validated Claims for Benefits. If you submit a Claim Form and the Claims Administrator determines that your Claim Form and the accompanying materials are valid, the Claims Administrator will send you a payment. Payments will be made annually, but may be broken into an initial payment and a second “catch up” payment as explained in Question 10.

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

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

If the Settlements become final, Settlement Class Members who submit a claim or do nothing will be “releasing” Watts from all of the Released Claims as described in paragraphs 86-93 of the Settlement Agreements. This means you will no longer be able to sue Watts regarding any of the claims described in the Settlement Agreements.

The Settlement Agreements are available at www.ConnectorSettlements.com. The Settlement Agreements provide more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Classes listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to another lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

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

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

No. If you exclude yourself, you may not apply for any benefits under the Settlements and you cannot object to the proposed Settlements. If you are excluded, you may sue or bring a different lawsuit against Watts in the future. You will not be bound by these class action settlements.

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

No. Unless you exclude yourself, you give up the right to sue Watts for all of the claims resolved by these Settlements. You must exclude yourself from the Settlement Classes to start or continue your own lawsuit relating to the claims in these cases.

16. How do I exclude myself from the Settlements?

If you do not object to the settlement, and wish to exclude yourself from the Settlements and the Settlement Classes, you must send the Claims Administrator a written request that contains the following:

1. Your full name, current address, telephone number, and email address
2. A specific request to opt out of one or both of the Settlements
3. Whether the Watts Water Heater or FloodSafe connector failure caused Property Damage
4. Identify the:
 - a. Number of Watts Water Heater and/or FloodSafe connectors that you have (and proof that they are Watts connectors)
 - b. Date of purchase or installation of any failed Water Heater or FloodSafe connector
 - c. Date of failure and an estimate of the amount of damages
5. Your signature (even if represented by an attorney) and the date on which you signed it
6. If you are an insurer, the written consent of your insured or a sworn statement that the insurer is the legal owner of the claim with the right to control the claim
7. Your attorney's signature, if you are represented by counsel

You must mail your completed request for exclusion by **March 7, 2017** to: Connector Claims Administrator, P.O. Box 4259, Portland, OR 97208-4259

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(s), and your rights will be determined in this lawsuit by the Settlement Agreement(s), 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

17. Do I have a lawyer in this case?

The Court named Shanon J. Carson of Berger & Montague, P.C., Bryan L. Clobes of Cafferty Clobes Meriwether & Sprengel LLP, Gregory F. Coleman of Greg Coleman Law, P.C. and Joseph G. Sauder of McCune Wright LLP as Lead Counsel. The Court also named other attorneys to protect your interests and a full list of those attorneys is available at www.ConnectorSettlements.com. 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, your attorney must file an appearance with the Clerk of Court, and must send a copy, by first-class United States Mail, to Class Counsel and Watts' counsel at the addresses in Question 19, postmarked no later than **March 7, 2017**. If you do not exclude yourself from the Settlements, 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.

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

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

Watts agreed 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 Settlements. If the Settlements are approved by the Court, Class Counsel will ask the Court for reasonable attorneys' fees and reimbursement of litigation costs of up to 30% of the gross settlement amount. Also, Class Counsel will ask the Court for a service award of \$5,000 to each Class Representative.

OBJECTING TO THE SETTLEMENTS

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

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

To do so, you (or your own attorney) must provide your objection in writing by first class mail to Lead Class Counsel and Watts' counsel no later than **March 7, 2017** with the following information:

1. The name of the lawsuit(s) affected by your objection, either or both *Sharp, et al. v. Watts Regulator Co.*, Case No. 8:16-cv-00200-JFB-TDT (Water Heater connectors), and/or *Klug v. Watts Regulator Co.*, Case No. 8:15-cv-00061-JFB-TDT (FloodSafe connectors).
2. Your full name, current address, and telephone number.
3. Whether, on the date of your written objection, you own, owned, lease, or leased a residence or other structure in the United States containing a Watts Water Heater or FloodSafe connector.
4. The address of the property(ies) that contain or have contained the Watts Water Heater or FloodSafe connector.
5. Proof that your residence or structure contains a Watts Water Heater or a FloodSafe 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 Fairness 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 more than two times before. If so, identify those cases by case name, court, and case number.
9. Your signature (even if represented by an attorney) and the date on which you signed it.
10. Your attorney's signature (if you are represented by counsel).

If you want to appear at the Fairness Hearing, on your own behalf (or through your own attorney) and speak in court, you need to file a Notice of Appearance with the Court and the Claims Administrator. This Notice needs to list (in detail) the subjects you will talk about. You need to mail copies of the Notice of Appearance to Class Counsel and Watts' counsel, postmarked no later than March 7, 2017 to the following addresses:

Questions? Call 1-877-845-3575 or visit www.ConnectorSettlements.com

CLASS COUNSEL	COUNSEL FOR WATTS
<p>Shanon J. Carson Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103</p> <p>Bryan L. Clobes Cafferty Clobes Meriwether & Sprengel LLP 1101 Market Street, Suite 2650 Philadelphia, PA 19107</p> <p>Gregory F. Coleman Greg Coleman Law, P.C. First Tennessee Plaza 800 S. Gay Street, Suite 1100 Knoxville, TN 37929</p> <p>Joseph G. Sauder McCune Wright LLP 555 Lancaster Ave Berwyn, PA 19312</p>	<p>David S. MacCuish Todd B. Benoff Alston & Bird LLP 333 South Hope Street, 16th Floor Los Angeles, CA 90071</p> <p>Keith E. Smith Jodi Dyan Oley Eckert Seamans Cherin & Mellott LLC Two Liberty Place 50 South 16th Street 22nd Floor Philadelphia, PA 19102</p>

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 Fairness Hearing. You will also not be able to object to approval of the Settlements or appeal any of the Courts' decisions in connection with the Settlements.

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

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

THE COURT'S FAIRNESS HEARING

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

On **April 12, 2017**, at 1:30 p.m., the Court will hold a public hearing in Courtroom #3 of the United States District Court for the District of Nebraska, located at the U.S. Courthouse, 111 South 18th Plaza, Omaha, Nebraska 68102. The Court will decide whether the Settlement Classes were properly certified and whether the Settlements are 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 Classes. Settlement Class Members who object to the Settlements are not required to attend the Fairness Hearing. If you want to speak in Court to object to the Settlements, either personally (or through your own attorney), you must notify the Court of your intention to appear at the Fairness Hearing (*see* Question 19).

22. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have regarding the Settlements. 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 Fairness Hearing to discuss your objection. If you mailed your written objection on time, the Court will consider it. Your own lawyer may attend the Fairness Hearing at your expense, but their attendance is not necessary.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlements. More details are in the Settlement Agreements. You can view the Settlement Agreements at www.ConnectorSettlements.com. You may also write with questions to Connector Claims Administrator, P.O. Box 4259, Portland, OR 97208-4259. You can get a Claim Form at the website, or have a Claim Form mailed to you by calling 877-845-3575. 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, Watts, or any Watts sales representative or agent for information about the Settlements or these lawsuits.