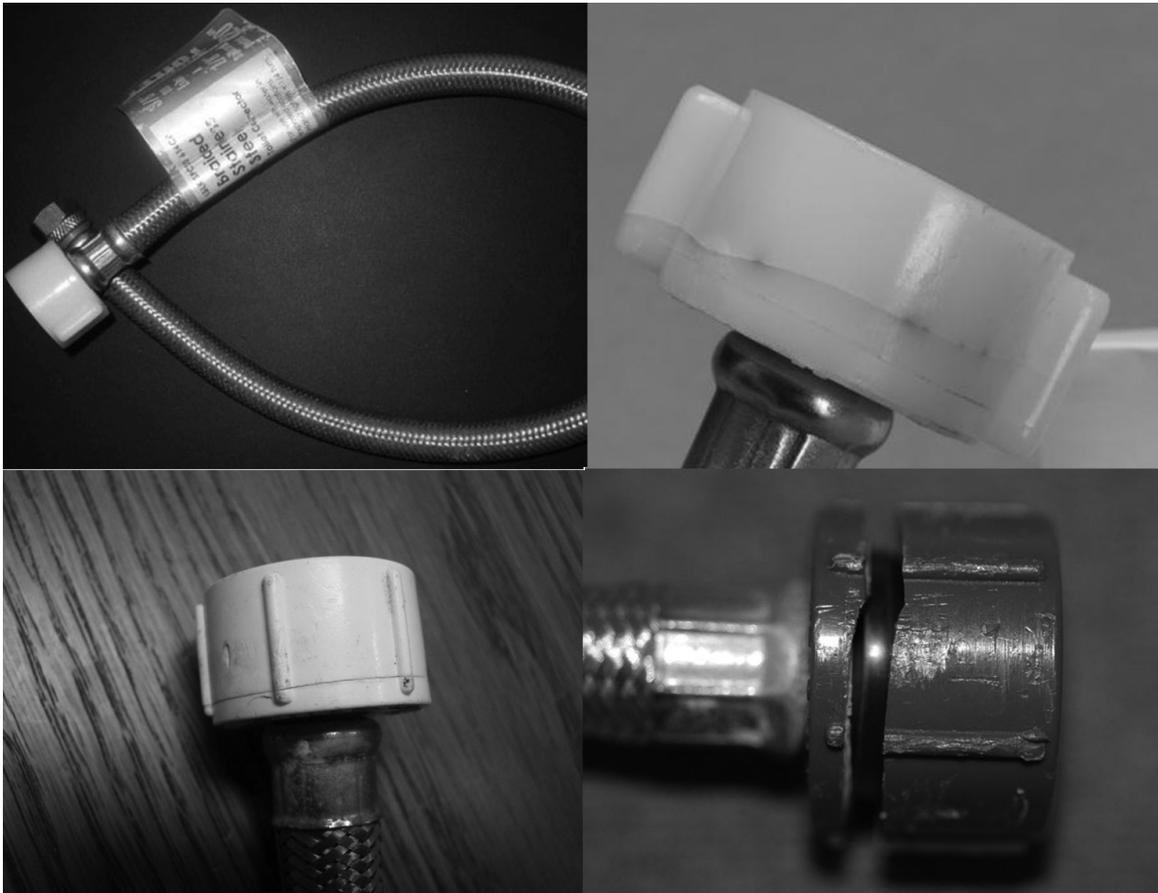


If You Have a Toilet with a Watts Connector You Could Get Benefits from a Class Action Settlement

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

- A settlement has been reached with Watts Water Technologies, Inc. and Watts Regulator Co. (“Watts”) regarding Toilet Connectors with Coupling Nuts made with acetal plastic designed, manufactured, and/or distributed by Watts between 1999 and July 2009. Acetal is a type of plastic material. The settlement covers the purchase and possession of a Watts Toilet Connector as well as payments made to repair property damage suffered as a result of the failure of a Watts Toilet Connector.
- Below are example images of (i) a Toilet Connector, (ii) a two-winged acetal Coupling Nut, (iii) a six-ribbed white acetal Coupling Nut, and (iv) a six-ribbed blue acetal Coupling Nut.



- This settlement provides cash payments for: 1) the replacement of these Watts Toilet Connectors currently in use and 2) up to 25% of the property damage caused by the failure of the Coupling Nut if the Coupling Nut has failed.
- Below is an example image of a different type of Watts Toilet Connector that is **NOT** part of this settlement. No benefits are available under the settlement for a Watts Toilet Connector with this type of Coupling Nut.



- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a cash payment from this settlement.
EXCLUDE YOURSELF	Get no benefits from the settlement. This is the only option that allows you to pursue a lawsuit against Watts for claims about the acetal Coupling Nuts of Watts Toilet Connectors.
OBJECT	Write to the Court about why you do not like the settlement.
Go To A HEARING	Ask to speak in Court about the fairness of the settlement.
Do NOTHING	Get no payment. Give up your rights to sue Watts for claims regarding the acetal Coupling Nuts of Watts Toilet 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 the settlement. If it does, benefits will be distributed to those who file a valid and timely Claim Form after final approval by the Court and resolution of any appeals. Please be patient. It is expected that the approval process will take several months.

BASIC INFORMATION

1. Why is this notice being provided?

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

The Honorable William H. Orrick of the United States District Court for the Northern District of California is overseeing this Class Action. The settlement resolves the case *Trabakoolas v. Watts Water Technologies*, Case No. 3:12-CV-01172, which claimed that the acetal Coupling Nuts, instructions, and warnings on these Watts Toilet Connectors were defective.

The people who sued are called the “Plaintiffs”, and the companies being sued, Watts Water Technologies, Inc. and Watts Regulator Co. (“Watts”) are the “Defendants.”

2. What is this lawsuit about?

The lawsuit claims that Watts:

- Designed and sold Toilet Connectors with defective acetal Coupling Nuts,
- Knew of the defective condition of the Coupling Nuts for years before the product was redesigned,
- Provided inadequate installation instructions, and
- Failed to provide warnings to prevent failure of the Coupling Nuts.

The lawsuit claims that Watts’ actions led to the failure of the Toilet Connectors. The lawsuit asks for money to be paid to people and entities that own eligible Watts Toilet Connectors with acetal Coupling Nuts and to people who suffered and paid to repair property damage as a result of the failure of an eligible Coupling Nut.

Watts denies all the claims and allegations in the lawsuit. Watts maintains that the acetal Coupling Nuts on its Toilet Connectors are not defective in any respect, that the failure is very low and that any failures are the result of other factors (such as improper installation, misuse, or product lifespan). Watts has successfully defended itself on these grounds in the past.

3. Why is this a Class Action?

In a Class Action, one or more people called “Class Representatives” (in this case Jason Trabakoolas, Sheila Stetson, Christie Wheeler, Jack Mooney, and Keven Turner) sue on behalf of all people who have similar claims. All of these people are the “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement (*see* Question 17).

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT

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

5. Am I part of the settlement?

The settlement includes anyone who owns or owned (or leases or leased) a residence or other structure in the United States containing a Watts Toilet Connector with an acetal Coupling Nut. This includes any person or entity that suffered property damage and/or paid to repair property damage caused by the failure of an acetal Coupling Nut on a Watts Toilet 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 Toilet Connector.”

6. How do I know if I have a Watts Toilet Connector with an acetal plastic Coupling Nut?

The following can help you identify whether you may have a Toilet Connector covered by this settlement.

The plastic nut must have two wings or six ribs and one or more of the following physical features:

- A “W” stamp on the metal ferrule at the end of the Toilet Connector (*see photo below*),
- The plastic Coupling Nut has the letters “AB” and/or the words “Hand Tight,” “Hand Tight Only” or “Hand Tighten Only” printed on the bottom (*see photo below*).

A label on the Toilet Connector that identifies Watts, Watts Regulator, Watts Brass & Tubular, Watts/China, Shida, Anderson-Barrows, Savard, Cal Flex, Jameco, FloodSafe, ACE, Lil’Q-WICK-E, Plumb Master, Grainger, Do It Best, Wolverine Brass, Keeney, Jones Stephens, Plumb Best, Pro Flow or Pro Flo or Dura Pro may qualify if the plastic nut has the above physical features.

This photo shows the “W” on the metal end of the Toilet Connector:



This photo shows the words “HAND TIGHT ONLY” printed on the bottom of a six-rib acetal Coupling Nut:



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

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

- Anyone who previously resolved their Watts Toilet Connector claims through settlement or final judgment;
- Watts and their affiliates;
- Anyone who sold or distributed a Watts Toilet Connector with a plastic Coupling Nut from Watts, unless they actually installed a Watts Toilet Connector with a plastic Coupling Nut;
- The presiding judge and his immediate family; and
- Anyone who timely requests to be excluded from the Class (*see* Questions 15-17).

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

If you are not sure whether you are in the Settlement Class or have any other questions about the settlement, call 1-877-819-9632 or visit www.ToiletConnector.com. Or you may write to *Trabakoolas v. Watts Water Tech.* Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

9. Who can file a claim under the settlement?

To be eligible to file a claim for a payment under the settlement, a Settlement Class Member must own a Watts Toilet Connector with an acetal Coupling Nut. Any person or entity who had property damage and/or paid to repair property damage as a result of a failed acetal Coupling Nut of a Watts Toilet Connector may also file a claim.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

10. What are the benefits of the settlement?

Under this settlement, Watts will pay \$23 million into a settlement fund. 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 Toilet Connector	One year after Final Approval of the settlement	\$4 for each eligible Toilet Connector (up to five per residence or structure). Maximum of \$20.	Yes
Property damages due to failure of acetal Coupling Nut of Toilet Connector	One year after Final Approval for claims arising from January 1, 2009, to January 1, 2012. Five years after final approval for claims arising after January 1, 2012.	Up to 25% of the costs of repair. Minimum of \$4.	Yes

Replacement of Toilet Connectors

For eligible claims submitted within one year of Final Approval, Settlement Class Members can receive a cash payment of \$4 for each Watts Toilet Connector with an acetal Coupling Nut (up to 5 Toilet Connectors per residence or other structure) that they replace. The maximum cash payment for replacement of Toilet Connectors is \$20.

To receive a payment, you must provide proof that you own or possess a Watts Toilet Connector with a plastic Coupling Nut by providing: 1) a label for the Toilet Connector or a photo of the Toilet Connector's label or the connector itself (specifically including the plastic Coupling Nut); and 2) the receipt for purchasing the replacement Toilet Connector. There is no restriction on what brand Toilet Connector you purchase to replace your Watts Toilet Connector with an acetal Coupling Nut.

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 an acetal Coupling Nut of a Watts Toilet Connector, with a minimum recovery of \$4.

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 January 1, 2009, to January 1, 2012, must be submitted within one year after Final Approval. Claims for damage that occurred after January 1, 2012, must be made within five years after final approval. Valid claims will be paid once a year throughout the five-year claims period.

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 will provide a “catch up” payment to Settlement Class Members whose payments had been reduced to proportionally increase their total payment amounts. The total 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 acetal Coupling Nut of a Watts Toilet Connector; and
- Any combination of the Toilet Connector with the failed Coupling Nut, all available labels, packaging, photographs of the Toilet Connector with the failed Coupling Nut, or any purchase receipts for the Toilet Connector.

HOW TO GET A PAYMENT

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

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

You cannot submit your Claim Form and accompanying materials by telephone. Even if you submit your claim form online, you must mail the Toilet Connector 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.ToiletConnector.com or by calling 1-877-819-9632. Or you may request one by writing to *Trabakoolas v. Watts Water Tech.* Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

12. How will the claims process work?

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

Denial of Claims for Benefit. If your Claim Form and accompanying materials do not meet all of the requirements of the settlement, the Claims Administrator will deny your claim as “invalid”; you will not receive any payment, and you will be informed in writing of that decision. A Special 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 Settlement and until any appeals are resolved. During the appeals process, the Claims Administrator will continue to accept claims.

13. What if there are two claims for payment arising from the same incident?

Claims of Settlement Class Members (individual property owners) and other Claimants (subrogated insurance companies) should be made jointly, where and if possible. If a subrogated insurance company makes a claim for its insured's deductible payment as part of its claim, that amount will be included as part of the total payment made to the insurance company from the settlement fund.

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

If the settlement becomes final, Settlement Class Members who submit a claim or do nothing will be "releasing" Watts from all of the Released Claims as described in paragraphs 92-94 of the Settlement Agreement. This means you will no longer be able to sue Watts regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.ToiletConnector.com. The Settlement Agreement provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section "The Lawyers Representing You" for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

16. 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 this settlement. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case.

17. How do I exclude myself from the settlement?

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

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

You must mail your completed request for exclusion, postmarked by **June 29, 2014** to: *Trabakoolas v. Watts Water Tech*. Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170.

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

You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court named Simon Paris and Patrick Howard from the law firm of Saltz, Mongeluzzi, Barrett, & Bendesky, P.C. as Lead Class Counsel. Below is the address for Class Counsel:

CLASS COUNSEL

Simon Paris
Patrick Howard
Saltz, Mongeluzzi, Barrett & Bendesky, P.C.
1650 Market Street, 52nd Floor
Philadelphia, PA 19103

The Court also named other attorneys to protect your interests, and a full list of those attorneys is available at www.ToiletConnector.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.

19. 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 distributing any payments owed to Settlement Class Members under the settlement. If the Settlement is approved by the Court, Class Counsel will ask the Court for reasonable attorneys' fees of up to 25% of the \$23 million Settlement and reimbursement of litigation costs of up to \$650,000. Also, Class Counsel will ask the Court for a Service Award of \$7,500 to each Class Representative who sat for deposition, had their home inspected by Watts, and produced documents, and \$5,000 for those who sat for a deposition and produced documents for their effort, service, time, and expenses (a total of \$32,500).

OBJECTING TO THE SETTLEMENT

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

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

To do so, you (or your own attorney) must provide your objection in writing by first class mail to District Judge William H. Orrick, United States District Court, 450 Golden Gate Avenue, San Francisco, CA 94102 and postmarked no later than **June 29, 2014** with the following information:

1. The name of this lawsuit, *Trabakoolas v. Watts Water Technologies, Inc.*, Case No. 4:12-cv-01172-WHO;
2. Your full name, current address, and telephone number;
3. Whether, on the date of your written objection, you own or rent a residence or structure (or formerly owned or rented a residence or structure) containing a Watts Toilet Connector;
4. The address of the property(ies) that may contain or have contained the Toilet Connector(s);
5. If it exists, proof that your residence or structure contains a Watts Toilet Connector with an acetal Coupling Nut (in the form of photographs, installation records, receipts, etc.);
6. The nature of the objection, the facts underlying it, and any legal authority supporting it, and whether or not you intend to appear at the Final Fairness Hearing;
7. In order to most effectively explain the nature of his or her objection, the Settlement Class Member should, but is not required to, include all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of the objection;
8. Your signature (even if represented by an attorney) and the date on which you signed it; and
9. Your attorney's signature (if you are represented by counsel).

If you want to appear at the Fairness Hearing, on your own behalf (or through your own attorney), and speak in court, you should file a Notice of Appearance with the Court and the Claims Administrator no later than **June 29, 2014**. This notice should list (in detail) the subjects you will talk about.

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

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

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

THE COURT'S FAIRNESS HEARING

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

On **July 16, 2014, at 2:00 p.m.**, the Court will hold a public hearing in Courtroom 2 of the United States District Court for the Northern District of California, located at the U.S. Courthouse, San Francisco Building, 450 Golden Gate Avenue, San Francisco, CA 94102. The Court will decide whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved. The Court will also consider Class Counsel's request for attorneys' fees and expense reimbursement and any objections. This hearing may be delayed or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who object to the settlement are not required to attend the Fairness Hearing. If you want to speak in Court to object to the settlement, either personally (or through your own attorney), you should notify the Court of your intention to appear at the Fairness Hearing (*see* Question 20).

23. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have regarding the settlement. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to attend the 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

24. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement at www.ToiletConnector.com. You may also write with questions to Watts Claims Administrator, P.O. Box 3170, Portland, OR 97208-3170. You can get a Claim Form at the website or have a Claim Form mailed to you by calling 1-877-819-9632. If you have questions for Class Counsel, you may contact them at the address listed above in Question 18. 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 settlement or this lawsuit.