

If You Have a Vortens™ Brand Toilet Tank, 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 Porcelana Corona de Mexico, S.A. de C.V. f/k/a/ Sanitarios Lamosa S.A. de C.V. a/k/a Vortens™ (“Vortens”) regarding certain designated ceramic toilet tanks bearing Model #3464 or #3412 (“Affected Tanks”), manufactured by Sanitarios Lamosa S.A. de C.V. between January 1, 2011, and December 31, 2011. The Settlement covers the purchase and possession of an Affected Toilet Tank, as well as payments made to reimburse property damage suffered as a result of the failure of an Affected Toilet Tank.
- Below are example images of cracked Affected Tanks and interior tank markings:



- Class Members that previously replaced an Affected Tank but did not experience damage to any other property as a result of a cracked tank are entitled to reimbursement of up to \$300.00 per replaced tank upon sufficient documentary proof of ownership and expenses.¹

¹ Documentary proof of ownership may include photographs showing the manufacturing date stamp and the four-digit model number stamp inside the tank and/or barcode label, if any, home purchase documents, installer records, builder records, and/or deed information. Documentary proof of expenses includes records such as receipts, invoices, insurance claim records, and/or sufficient banking/credit purchase or expenditure documentation.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

- Class Members that previously replaced an Affected Tank but do not possess sufficient documentary proof of replacement expenses may provide a sworn declaration of replacement and proof of prior ownership² and receive reimbursement of \$150.00 per tank.
- Class Members still owning Affected Tanks are entitled to replace each tank and receive a cash payment in reimbursement of replacement and installation costs up to \$300.00 per tank.
- Class Members residing within 100 miles of a Designated Distribution Center may elect to participate in the Replacement and Installation Program, which is offered to Claimants and allows Vortens™ to provide replacement product and installation services without upfront costs.
- For Class Members who suffered a fractured Affected Tank between the date of manufacture and December 31, 2011, and such fracture resulted in property damages, Class Members are entitled to recover for unreimbursed out-of-pocket expenses incurred as follows: (1) Class Members providing documentary proof of ownership and expenses³ will receive 100% reimbursement of out-of-pocket expenses not to exceed a total of \$4,000.00; (2) Class Members who do not possess approved expense documentation may submit a signed declaration, under oath, attesting to property damages and expense details, and will receive damage expense reimbursement not to exceed \$150.00 per tank.
- The Settlement provides an extension of the Vortens™ warranty on all non-replaced Affected Tanks to December 31, 2021.
- Vortens™ will not further reimburse anyone who previously released Vortens™ from liability in exchange for monetary compensation or received full reimbursement of expenses from a Class Member's insurance company.
- Product previously provided by Vortens™ to replace an Affected Tank upon execution of a written release of liability is covered by the Vortens™ warranty for five years from the date of the release, even if the release language contains a waiver of warranty.
- 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 the manufacturer for claims about the Affected Toilet Tanks.
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 the manufacturer for claims regarding the Affected Toilet Tanks.

- 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.

² Documentary proof of ownership is defined in footnote 1.

³ Documentary proof of expenses is defined in footnote 1.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

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 in 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 District Judge Amos Mazzant and the Honorable Magistrate Judge Kimberly Priest Johnson of the United States District Court for the Eastern District of Texas are overseeing this Class Action. After reaching a settlement as to one portion of the class, a request for preliminary approval was filed. The Court recently severed the Settlement Class from the remainder of the claims so that the approval process could move forward. The Settlement resolves the case *Fessler et al. v. Porcelana Corona de Mexico, S.A. de C.V., et. al* (“Vortens”), Case No. 4:19-cv-00248, which claimed that certain Vortens™ Tanks made in 2011 were defectively manufactured. The people who sued are called the “Plaintiffs,” and the company being sued, *Porcelana Corona de Mexico, S.A. de C.V.*, is the “Defendant.”

2. What is this Lawsuit about?

The Lawsuit claims that Vortens™

- manufactured and sold defectively manufactured toilet tanks,
- knew of the defective condition of the toilet tanks, and
- failed to provide warnings notifying the public about the defect.

The Lawsuit claims that Vortens™ actions led to the failure of the Affected Tanks. The Lawsuit asks for money to be paid to people that own eligible Affected Tanks and to people who suffered and paid to repair property damage because of a failure of an Affected Tank(s).

Vortens™ denies all the claims and allegations in the lawsuit. Vortens™ maintains that the Toilet Tanks are not defective in any respect, that the failure rate is very low, and that any failures are the result of other factors (such as improper installation or misuse). Vortens™ 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 Charles Handy, Michelle Handy, and Kevin Reuss) 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 16).

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. 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 Vortens™ did anything wrong. Vortens™ 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 determine if you are a Settlement Class Member.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

5. Am I part of the Settlement?

The Settlement includes anyone who owns or owned a residence or other structure in the United States containing one or more Affected Tanks. This includes any person or entity that suffered property damage and/or paid to repair property damage caused by the failure of an Affected Tank.

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

“All owners of Vortens™ toilet tank model #3464 or #3412 with a manufacturing date of January 1, 2011–December 31, 2011.”

6. How do I know if I have a Vortens™ Toilet Tank Model #3464 or #3412 made in 2011?

The following can help you identify whether you may have a Toilet Tank covered by this Settlement:

- A Vortens™ stamp is shown on the inside of the tank (see photos below).
- The numbers “3464” or “3412” are stamped on the inside of the tank (see photos below).
- The date of manufacture is stamped or imprinted on the inside of the tank (see photo below).

These photos show the interior of the tank with the Vortens™ stamp:



This photo is an example showing the model number 3412 stamped on the inside of the tank:



This photo is an example showing the date of manufacture and the model number 3464 stamped on the inside of the tank:



All model numbers for the Affected Tanks will consist of four digits and be either 3412 or 3464.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

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

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

- Anyone who previously resolved their Affected Tank claims through Settlement or with payment by Vortens™;
- Porcelana Corona de Mexico, S.A. de C.V. or its affiliates;
- Persons who previously made claims for injury or property damage, including subrogated carriers;
- The presiding judges and their immediate families; and
- 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 Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, call 1-855-424-0783 or visit VortensSettlement.com; or, you may write to Vortens™ Settlement Administrator, P.O. Box 4540, Portland, OR 97208-4540.

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 an Affected Tank. Any person or entity who had property damage and/or paid incurred out-of-pocket expenses because of a failed Affected Tank may also file a Claim.

SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

10. What are the benefits of the Settlement?

Under this Settlement, Vortens will pay for the following:

A. Replacement and Warranty Group

(1) Scope.

Covers all model 3464 and all model 3412 tanks made in 2011 that (1) have not cracked; or (2) experienced a crack, but from which no other property damage occurred or is claimed.

(2) Relief.

Class Member is allowed reimbursement of up to \$300.00 per tank if getting a Vortens™ replacement tank or purchasing a replacement tank elsewhere and having either installed. Receipts for purchase and/or installation will be required to support reimbursement request.

Past replacement (pre-notice) without receipts, which was not previously paid via claim to Vortens™ may submit declaration and proof of home building year/ownership and receive up to \$150.00 reimbursement per tank.

Past replacement (pre-notice) with receipts, which was not previously paid via claim to Vortens™ may submit receipts and proof of home building year/ownership and receive up to \$300.00 reimbursement per tank.

Defendant will provide replacement tanks to distributors in Texas, California, Louisiana, and Florida, where the largest numbers of tank model #3412 and #3464 were distributed in 2011. Replacement product will be continued to be provided as needed through the conclusion of the claim period.

For Class Members not electing replacement, the warranty on these tanks will be extended to December 31, 2021.

Class Members who previously received a replacement tank from Vortens™ by signing a release containing a warranty waiver will receive notice that the product warranty is in force for an additional five (5) years from the date of the release.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

B. Damages Group

(1) Scope.

Covers all owners of a Vortens™ tank model #3412 or #3464 manufactured between January 1, 2011, and December 31, 2011, that fractured between date of manufacture and present (date of certification) and resulted in property damages.

(2) Relief.

Damages Group Members are entitled to recover unreimbursed out-of-pocket expenses incurred because of a cracked or broken tank as follows:

- a. Damages Group Class Members providing documentary proof of ownership and expenses are entitled to 100% reimbursement of out-of-pocket expenditures not to exceed an amount greater than a total of \$4,000.00.
- b. Damages Group Members that do not possess approved expense documentation may submit a signed declaration under oath attesting to damages and payment details. Reimbursement by Sworn Declaration is limited to cost reimbursement for product replacement expenses incurred not to exceed an amount greater than a total of \$150.00 per eligible tank.

The manufacturer will not pay claims previously paid in full by Vortens™ or homeowners' insurance as determined solely by the third-party Settlement Administrator.

CAUSE OF CLAIM	CLAIMS PERIOD	PAYMENT AMOUNT	PROOF REQUIRED
1. Replacement of Affected Tank(s).	November 16, 2020.	Reimbursement of expenses up to \$300.00 for each replaced Tank.	Yes
2. Property damages due to failure of Affected Tank(s).	November 16, 2020.	Reimbursement of out-of-pocket expenditures not to exceed \$4,000.00.	Yes

Replacement of Affected Tanks. For eligible Claims submitted within eighteen months of Notice Date, Settlement Class Members can receive a cash payment of a minimum of at least \$150.00 for each Affected Tank. The maximum cash payment for replacement of Toilet Tanks is \$300.00 for each Affected Tank.

To receive a payment for Affected Tank Replacement, you must provide a completed Claim Form and proof that you own or possess an Affected Toilet Tank(s) by providing (1) a photo of the barcode label, if available, for the Affected Toilet Tanks and/or a photo of the manufacturing date stamp and four-digit model number stamp inside the Affected Toilet Tanks; and (2) the receipt for purchasing the replacement Toilet Tanks and any installation expenses. There is no restriction on what brand Toilet Tanks you purchase to replace your Affected Tank.

Payment of Property Damages Due to Failure. For eligible Claims, Settlement Class Members can recover 100% of documented costs of repairs for property damage caused by the failure of an Affected Toilet Tank, with a maximum recovery of \$4,000.00.

To receive a payment for Property Damages, you must provide a completed Claim Form and proof that you owned or possessed an Affected Tank(s) that failed and caused property damage, and documentation supporting payment for repair of property damage caused by the failed Affected Toilet Tank as unreimbursed expenses or replacement costs.

The Settlement Administrator will review Claims to determine whether they are eligible and timely, and pay the amount of the Claims. Valid Claims will be paid within seven (7) business days from the date the Claim is deemed eligible by the Settlement Administrator.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

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 Settlement Administrator: *Vortens*TM Settlement Administrator, P.O. Box 4540, Portland, OR 97208-4540.

You cannot submit your Claim Form and accompanying materials by telephone. If you change your address and want to receive a Claim Form or any payment owed to you at your new address, you should notify the Settlement Administrator of your new address by sending written notice of your change of address to the Settlement Administrator at the address above.

Claim Forms are available online at VortensSettlement.com or by calling 1-855-424-0783; or, you may request one by writing to *Vortens*TM Settlement Administrator, P.O. Box 4540, Portland, OR 97208-4540.

12. How will the claims process work?

Validation of Claims for Benefits. The Settlement Administrator will begin reviewing all timely Claim Forms after the final approval of the settlement. The Settlement 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 Settlement Administrator will deny your claim as “invalid”; you will not receive any payment, and you will be informed in writing of that decision.

Payment of Validated Claims for Benefits. If you submit a Claim Form and the Settlement Administrator determines that your Claim Form and the accompanying materials are valid, the Settlement Administrator will send you a payment. Payments will be made on eligible Claims within seven (7) business days from the date eligibility is determined by the Settlement Administrator.

No Payment Until After Appeals Are Resolved. The Settlement 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 Settlement Administrator will continue to accept Claims.

13. 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” the manufacturer from all of the Released Claims as described in the Settlement Agreement. This means you will no longer be able to sue the manufacturer regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at VortensSettlement.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 the manufacturer 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.

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 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 the manufacturer in the future. You will not be bound by this Class Action Settlement.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

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

No. Unless you exclude yourself, you give up the right to sue the manufacturer for 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.

16. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written request that contains

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 an Affected Tank (photographs of the manufacturing date stamp and the four-digit tank model number, photographs of the bar code label, if any, contemporaneous installation records, etc.);
4. the approximate date of purchase or installation of any Affected Tank, and the approximate date of failure (if applicable);
5. an estimate of the amount of property damages, if applicable; 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 **July 1, 2019**, to *Vortens*TM Settlement Administrator, P.O. Box 4540, Portland, OR 97208-4540.

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.

17. Do I have a lawyer in this case?

The Court named N. Scott Carpenter and Rebecca Bell-Stanton from the law firm of Carpenter & Schumacher, P.C. as Lead Class Counsel. Below is the address for Class Counsel:

CLASS COUNSEL

N. Scott Carpenter
Rebecca Bell-Stanton
CARPENTER & SCHUMACHER, P.C.
Parkway Center IV
2701 Dallas Parkway, Suite 570
Plano, TX 75093

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.

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

Defendant (*Vortens*TM) 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 reimbursement of litigation costs of up to \$500,000.00, and for an award of reasonable attorneys' fees to be determined by the Court. The award of attorneys' fees or reimbursement of litigation costs, if any, will not affect the benefits available under the Settlement. Also, Class Counsel will ask the Court for a Service Award of \$7,500.00 to each Class Representative for their effort, service, time, and expenses.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

19. 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 Service Awards.

To do so, you (or your own attorney) must provide your objection in writing by First-Class Mail to Magistrate Judge Kimberly C. Priest Johnson, United States District Court, 7940 Preston Road, Suite 110, Plano, TX 75024 and postmarked no later than **July 15, 2019**, with the following information:

1. The name of this lawsuit, *Fessler et al. v. Porcelana Corona de Mexico, S.A. de C.V., et. al* ("Vortens™"), Case No. 4:19-cv-00248;
2. Your full name, current address, and telephone number;
3. Whether, on the date of your written objection, you own a residence or structure (or formerly owned a residence or structure) containing an Affected Toilet Tank;
4. The address of the property(ies) that may contain or have contained the Affected Tank(s);
5. If it exists, proof that your residence or structure contains an Affected Tank (in the form of photographs of the manufacturing date stamp and the four-digit tank model number, photographs of a bar code label, if any, installation records, receipts, etc.);
6. The nature of the objection, the facts underlying it, and any legal authority supporting it, and confirm you intend to appear at the Final Fairness Hearing in accordance with the amended Rule 23;
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 Settlement Administrator no later than **July 15, 2019**. 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.

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 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.

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

On August 29, 2019 at 9:00 a.m., the Court will hold a public hearing in Room 101 of the United States District Court for the Eastern District of Texas, located at the U.S. Courthouse, 7940 Preston Road, Plano, Texas 75024. 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. Class Members who object to the Settlement are 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 19).

22. Do I have to attend the Fairness Hearing?

If you object to the Settlement, yes. Class Counsel will answer any questions the Court may have regarding the Settlement. However, if you send in a written objection, you still 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; their attendance is necessary.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.

23. 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 VortensSettlement.com. You may also write with questions to Vortens™ Settlement Administrator, P.O. Box 4540, Portland, OR 97208-4540. You can get a Claim Form at the website or have a Claim Form mailed to you by calling 1-855-424-0783. If you have questions for Class Counsel, you may contact them at the address listed above in Question 17. You may also get advice and guidance from your own private attorney at your own expense.

Please do not write or telephone the Court or Porcelana Corona de Mexico, S.A. de C.V. f/k/a/ Sanitarios Lamosa S.A. de C.V. a/k/a Vortens™ for information about the Settlement or this Lawsuit.

Questions? Call 1-855-424-0783 or visit VortensSettlement.com.