

IN THE CIRCUIT COURT OF CLARK COUNTY, ARKANSAS

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Page 1 of 14
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Clark County
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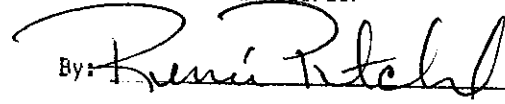
MATT LOVELIS, ROGER WINGFIELD,
MARK BLEDSOE and DONNIE SEALY,
INDIVIDUALLY, AND AS CLASS
REPRESENTATIVES ON BEHALF OF
ALL SIMILARLY SITUATED PERSONS,

Plaintiffs

vs.

TITFLEX CORPORATION,
WARD MANUFACTURING, INC.,
OMEGAFLEX, INC. and PARKER
HANNIFIN CORPORATION,

Defendants

By:  D.C.

CASE NO. CIV-2004-211

NATIONAL CLASS ACTION

JOINT SUPPLEMENTAL MOTION FOR APPROVAL

COME NOW, Plaintiffs Matt Lovelis, Roger Wingfield, Mark Bledsoe and Donnie Sealy, Individually and as Class Representatives On Behalf of All Similarly Situated Persons, and Defendants Titeflex Corporation (“Titeflex”), Ward Manufacturing, Inc. (“Ward”), Omega Flex, Inc. (“Omega Flex”) and Parker Hannifin Corporation (“Parker”), (collectively, “Defendants”) and file this, their *Supplemental Motion for Approval*, and would respectfully show the Court as follows:

I.

BASIS FOR MOTION

This Court granted preliminary approval of this matter on September 6, 2006. As part of that approval process, the Court: (i) ordered Short Form Notice, via publication, to commence on October 24, 2006; and (ii) ordered that Claim Form and Long Form Notice be available in a form substantially similar to the ones approved by the Court.

In an effort to provide greater clarity to the Class, the parties have made minor revisions to the Claim Form and Long Form Notice. The parties have not changed the substance of the information being provided to the Class.

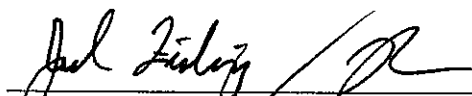
Out of an abundance of caution, the parties seek an Order from the Court permitting the use of the Claim Form and Long Form Notice attached hereto as Exhibits A and B, respectively. Nothing in this Motion seeks to modify or alter the prior Motion for Preliminary Approval or the Order granting the same other than obtaining the Court's permission to use the Claim Form and Long Form Notice attached hereto.

II.

PRAYER

Parties respectfully pray that this Honorable Court enter an Order granting the use of the Claim Form and Long Form Notice attached hereto. Further, the parties seek all other and further relief to which they may show themselves justly entitled.

Respectfully Submitted,



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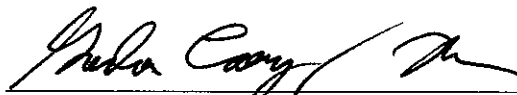
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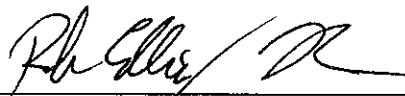
ATTORNEYS FOR DEFENDANT
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ATTORNEYS FOR DEFENDANT
OMEGAFLEX, INC.

REMINDER CHECKLIST
1. Sign the Certification in Section V.
2. Include photographs as requested at the end of Sections I and IV.
3. Keep a copy of the completed Claim Form and any attachments you submit for your records.
4. If you desire an acknowledgement of receipt for your Claim Form, please mail the Claim Form via Certified Mail, Return Receipt Requested.
5. If you have any questions concerning this Claim Form, contact the Settlement Administrator by writing to the address at the left or calling 1-800-420-2916.

SECTION I. CLAIMANT INFORMATION. Bolded information required.

Claimant: _____ **Additional Claimant:** _____

Mailing Address: _____ **Apt/Ste #:** _____

City: _____ **State:** _____ **Zip Code:** _____ **Email:** _____

Telephone Numbers: (_____) _____ - _____ (_____) _____ - _____
Daytime Evening

(_____) _____ - _____ (_____) _____ - _____
Cellular Fax

You must submit a photograph or otherwise sufficient proof that CSST manufactured by the one of the Settling Defendants was installed on the property. To the extent possible, the stamp identifying the manufacturer should be visible in the photograph. Sample photographs of CSST are available at www.CSSTsettlement.com.

SECTION II. DESCRIPTION OF PROPERTY WHERE CSST IS INSTALLED

Please complete a separate form for each property. **Bolded information required.**

Street Address: _____ **Apt/Ste #:** _____

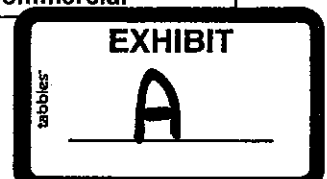
City: _____ **State:** _____ **Zip Code:** _____ **County:** _____

Name of Current Occupant (if different from Claimant): _____

Do you own the property? YES NO When did you acquire the property? ____ / ____ / ____
MM DD YYYY

Property Type: House or Single-Family Dwelling Duplex, Fourplex, etc. Apartment Building
PICK ONE Rowhouse, Townhouse, Condominium, Cooperative, etc. Commercial

CONTINUED ON REVERSE SIDE



SECTION III. ESTIMATED SIZE OF PROPERTY. Bolded information required.

Please estimate the square footage of the interior heated or air conditioned portion of the property incorporating CSST _____ SQ FT

Basis for Estimate: Personal Measurement Measurement by Professional Plumber or Contractor
 Tax Records Other (describe): _____

SECTION IV. ADDITIONAL INFORMATION ABOUT YOUR PROPERTY

These questions will assist the Settlement Administrator and Third-Party Vendor in assessing how much work may be required for your claim. In the event you are interested in the Bonding and Grounding only option, you may be requested to supply additional information.

What type of roof does the structure have? Flat Roof Pitched roof
What material is the roof made of? Metal Slate Tile Clay Tile
How many floors does the structure have? 1 story 2 or more stories
Does the structure have a chimney? 1 chimney 2 or more chimneys It does not have a chimney
If the structure is a single-family dwelling, what type of garage does it have? Attached Detached (connected by a breezeway, etc.)
 The structure does not have a garage

Provide one photograph showing both the front and side profile of the structure. The top peak of the roof line must be visible in the photograph. Please also provide the length of the side and height to the beginning of the roof line for the front profile depicted in the photo. Please see the instructions for an example of an acceptable photograph.
Length of Front Profile: _____ FT
Height to Roof Line: _____ FT

SECTION V. CERTIFICATIONS (Required)

I hereby certify and agree that:

- A. I have the legal authority to enter into a contract for the installation of a Lightning Protection System or Bonding and Grounding for the property listed in Section II (this is not a commitment on your part to enter into any such contract but merely a confirmation that you are the proper participant to make a claim for this property);
- B. The CSST on the Property was installed before September 5, 2006; and
- C. All the information I supplied in this Claim Form is true and correct to the best of my knowledge and belief.

Signature of Claimant Capacity (Owner, Officer, Partner or Assoc. Representative) Date

THIS CLAIM FORM MUST BE SUBMITTED NO LATER THAN **SEPTEMBER 5, 2007** AND MUST BE MAILED TO CSST SETTLEMENT ADMINISTRATOR, PO BOX 4349, PORTLAND, OR 97208-4349.

A Claim Form received by the Settlement Administrator shall be deemed to have been submitted when posted, if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

No acknowledgment will be made as to the receipt of Claim Forms. You should be aware that it will take an amount of time to fully process all of the claims and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and verify each Claim Form. Please consult the website for periodic updates regarding the status of the Settlement.

Please notify the Settlement Administrator of any change of address.

**THIS CLAIM FORM MUST BE SUBMITTED NO LATER THAN SEPTEMBER 5, 2007
MAIL TO: CSST SETTLEMENT ADMINISTRATOR, PO BOX 4349, PORTLAND, OR 97208-4349**

www.CSSTsettlement.com 1-800-420-2916

If You Own a Home or Building with Corrugated Stainless Steel Tubing Used for Gas Transmission Installed as of September 5, 2006

You May Have a Claim in a Proposed Class Action Settlement

The Circuit Court has authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

- There is a Proposed Settlement with all four Defendants in a class action concerning Corrugated Stainless Steel Tubing ("CSST"). CSST is used for the transmission of gas into residential, commercial and industrial structures.
- The Settlement Class consists of any and all persons and/or entities who own structures in the United States in which CSST manufactured by Titeflex Corporation ("Titeflex"), Ward Manufacturing, Inc. ("Ward"), OmegaFlex, Inc. ("OmegaFlex") or Parker Hannifin Corp. ("Parker Hannifin") (collectively, "Settling Defendants") was installed as of September 5, 2006.
- The lawsuit claims that CSST poses an unreasonable risk of fire due to lightning strikes. The Settling Defendants deny these allegations. The Settling Defendants have decided to settle the claims to avoid the additional expense of litigation.
- The Proposed Settlement provides Payment Vouchers for Settlement Class Members who qualify for relief. The Vouchers defray the costs of buying and installing a Lightning Protection System or Bonding and Grounding of certain systems in the structure.
- The Court has conditionally certified the class action and will hold a Fairness Hearing on February 1, 2007 to decide whether to approve the Proposed Settlement.

This Notice explains what rights and choices are available to members of the Settlement Class. **If you are in the Settlement Class, you must make a choice now regarding your rights. Please read all of this Notice carefully.**

A Summary Of Your Rights And Choices:

You May:		Due Date
Stay in the Settlement Class and File a Claim	<i>Stay in the Settlement Class and file a claim.</i> To stay in the Settlement Class, Settlement Class Members do not have to do anything. Settlement Class Members who follow the claims procedures are eligible to receive the benefits of the Settlement; all Settlement Class Members who stay in the Settlement Class will also be bound by the Court's rulings and opinions in this Settlement and will have released certain claims against the Settling Defendants.	<u>Claim Form Postmarked by:</u> September 5, 2007
Exclude Yourself from the Class	<i>Exclude yourself from the Class.</i> Settlement Class Members can write and ask to exclude themselves from the Settlement. If a Settlement Class Member excludes himself, he will not be able to file a claim, will not receive benefits from the Settlement, but will keep the right to sue the Defendants on his own about the claims in the Settlement Class. See Questions 10 and 13.	<u>Exclusion Postmarked by:</u> January 8, 2007
Comment or Object to the Proposed Settlement	<i>Participate in the Fairness Hearing.</i> If a Settlement Class Member does not exclude himself from the Settlement, he can appear and speak at the Fairness Hearing on his own or through his own lawyer by following certain procedures. See Questions 13 and 14.	<u>Notice of Appearance Postmarked by:</u> January 8, 2007



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Appendix I - Claim Form

BASIC INFORMATION

1. WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice is to inform potential Settlement Class Members of a Proposed Class Action Settlement ("Proposed Settlement") on behalf of persons or entities who own structures in the United States in which Corrugated Stainless Steel Tubing ("CSST") was installed as of September 5, 2006. It is a settlement with all of the Defendants. The lawsuit, *Lovelis, et al. v. Titeflex Corp., et al.*, CIV. A. No. 04-211, is pending in the Circuit Court of Clark County, Arkansas before the Honorable John A. Thomas.

If you own property with CSST, the Proposed Settlement may affect your rights. You should read this Notice to determine whether your rights are affected, whether to remain a Settlement Class Member, or whether to exclude yourself from ("opt-out" of) the Settlement Class. Further information also is available at www.CSSTsettlement.com.

If you are covered by the Proposed Settlement and do not exclude yourself from the Proposed Settlement as outlined in Question 13, you will be bound by the Proposed Settlement and all orders and judgments entered by the Court. This means that you will have released certain claims against Settling Defendants and are eligible to file a claim to obtain benefits under the Proposed Settlement.

2. WHAT IS THE LAWSUIT ABOUT?

A nationwide class action has been filed on behalf of any and all persons and/or entities who own structures in the United States in which CSST manufactured by Titeflex, Ward, OmegaFlex or Parker Hannifin was installed as of September 5, 2006. The lawsuit alleges that the installation and incorporation of CSST into Plaintiffs' structures and the absence of proper bonding and grounding in connection with the installation of CSST into those structures poses an unreasonable risk of fire due to lightning strikes. The lawsuit seeks monetary and injunctive relief. You are a member of the Class regardless of whether your property has been affected by lightning.

The Settling Defendants deny the material allegations in the lawsuit, particularly that CSST is defective or inherently dangerous. Settling Defendants assert that CSST is safe when properly installed in accordance with local codes and manufacturers' instructions. The Proposed Settlement is a compromise of disputed claims and does not mean the Settling Defendants are liable.

3. WHO IS COVERED BY THE PROPOSED SETTLEMENT?

On September 5, 2006, the Court granted preliminary approval of the Settlement Agreement and conditionally certified a nationwide Settlement Class. The benefits of the Settlement Agreement are summarized in this Notice. The Settlement Class is defined as:

Any and all persons and/or entities who own real property or structures in the United States in which CSST manufactured by the Settling Defendants was installed as of September 5, 2006.

The following persons are excluded from the Settlement Class: a) persons and/or entities who timely opt-out of this proceeding following the directions for opting-out established by the Court; b) any and all federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; c) any currently sitting Arkansas state court judges and/or justices and/or any persons within the third degree of consanguinity (blood relationship) to such judges and/or justices; d) Settling Defendants; e) Plaintiffs' Counsel and their immediate families; and f) any person or entity who as of September 5, 2006, has an individual personal injury, product liability or subrogation lawsuit pending against any of the Settling Defendants in which injury or damage is alleged to have occurred as a result of a failure of CSST resulting from an actual or near lightning strike.

4. WHAT PRODUCTS ARE INVOLVED?

This lawsuit involves Corrugated Stainless Steel Tubing, commonly referred to as CSST. CSST is used to transmit gas in residential, commercial and industrial structures. CSST consists of a continuous, flexible, stainless steel pipe, and typically is covered with a yellow exterior plastic coating. In the case of one of the products manufactured by OmegaFlex, called "COUNTERSTRIKE," the product is covered with a black exterior coating with yellow lettering. CSST typically is routed beneath, through and alongside floor joists, inside interior wall cavities and on top of ceiling joists in attic space from a gas source to an appliance. CSST does not include gas-appliance connectors (e.g., a connector that runs from a gas outlet to an appliance). Titeflex's CSST product is known as "GASTITE," Ward's CSST product is known as "WARDFLEX," OmegaFlex's CSST is known as "TRACPIPE" or "COUNTERSTRIKE," and Parker Hannifin's CSST product is known as "PARFLEX."

5. HOW CAN I IDENTIFY CSST MANUFACTURED BY SETTLING DEFENDANTS?

The coating of the CSST is stamped with each manufacturer's name: Titeflex's is stamped "GASTITE," Ward's is stamped "WARDFLEX," OmegaFlex's is stamped "TRACPIPE" or "COUNTERSTRIKE," and Parker Hannifin's is stamped "PARFLEX." Visual identification may be possible if the product is exposed to view. For example, the product may be visible along floor joists, above basements, in attic spaces or connected to exposed appliances such as water heaters. If a Settlement Class Member elects to participate in the Proposed Settlement, the Third-Party Vendor identified and selected by Class Counsel will confirm that the Settling Defendants' CSST is in the structure. Do not attempt to remove or alter the CSST without the assistance of a qualified contractor.

THE PROPOSED SETTLEMENT

6. WHAT ARE THE ESSENTIAL ELEMENTS OF THE PROPOSED SETTLEMENT?

The following is only a summary of the terms and conditions of the Settlement Agreement. For more information, Settlement Class Members may obtain a copy of the Settlement Agreement by writing to the **CSST Settlement Administrator, PO Box 4349, Portland, OR 97208-4349** or visiting www.CSSTsettlement.com.

As is explained more fully below, all owners of structures with CSST manufactured by the Settling Defendants installed as of September 5, 2006 may receive certain benefits under the Proposed Settlement.

- A. All Settlement Class Members will be entitled to obtain a discounted price on a Lightning Protection System from the Third-Party Vendor identified and selected by Class Counsel and will be subject to approval by the Court.
- B. All Settlement Class Members will be eligible to receive a Payment Voucher ("Payment Voucher"). This Payment Voucher can be used either toward the installation of a Lightning Protection System (including Bonding and Grounding) or for Bonding and Grounding of the systems in their property. The Lightning Protection System and Bonding and Grounding are explained in Question 7 below. The procedures for obtaining a Payment Voucher are explained in Question 12 below.
- C. The Settling Defendants agree to provide certain warnings and information concerning CSST. Settling Defendants agree to inform installers and distributors as part of their regular business communications (e.g., brochures, installation instructions, website, etc.) that CSST must be installed in accordance with applicable code and the manufacturer's instructions. This includes proper Bonding and Grounding instructions. Depending on the risk of lightning in the particular area where the structure is located, the owner of the structure may wish to consider installing a Lightning Protection System to protect the structure and all systems in the structure, including CSST.

- D. Settlement Class Members who do not exclude themselves from the Class automatically agree to release Titeflex, Ward, OmegaFlex and Parker Hannifin from certain claims. This means that you will not be able to file a lawsuit against the Settling Defendants about the claims released in the Settlement. The full release and exceptions are described at greater length and particularity in Question 10 below and Sections I and M of the Settlement Agreement, available online at www.CSSTsettlement.com or through the Administrator by calling 1-800-420-2916.

There are various conditions to the Settlement Agreement, any one of which could result in termination of the Proposed Settlement. One condition of the Settlement Agreement is that the Court approve the Proposed Settlement as fair, reasonable and adequate and in the best interests of the Settlement Class. For additional information regarding these conditions, please refer to the Settlement Agreement available at www.CSSTsettlement.com.

7. WHAT IS THE LIGHTNING PROTECTION SYSTEM AND BONDING AND GROUNDING?

Settlement Class Members can reduce the risk of damage from a lightning strike under the Proposed Settlement. Installation of a Lightning Protection System and/or Bonding and Grounding will help reduce that risk.

The Lightning Protection System will provide a measure of protection against lightning for your entire structure and many of its systems, including electrical, telephone, plumbing and gas-delivery systems. The Settling Defendants do not believe that a Lightning Protection System is necessary to render their CSST safe. They do agree, however, that such a system reduces the risks to the entire structure and many of its systems, including CSST.

Bonding and Grounding also reduces the risk of damage from a lightning strike. Bonding and Grounding consists of tying together certain systems in a structure that are likely to be energized by a lightning strike to reduce the differences in the so-called "potential" among those systems. This reduces the likelihood of potentially destructive electrical arcing among such systems. For many years, Settling Defendants' Design and Installation Guides instructed that CSST must be Bonded and Grounded in accordance with applicable codes.

For more information about Lightning Protection Systems and Bonding and Grounding, consult www.CSSTsettlement.com.

8. HOW DO I OBTAIN THE LIGHTNING PROTECTION SYSTEM AND/OR BONDING AND GROUNDING?

The Settlement Agreement provides the means for a Settlement Class Member to defray the cost of purchasing a Lightning Protection System or Bonding and Grounding.

- A. Settlement Class Members may use Payment Vouchers to defray the cost of having the Third-Party Vendor install a Lightning Protection System or complete the Bonding and Grounding of certain systems in the structure. This Third-Party Vendor is not affiliated with the Settling Parties and was selected by Class Counsel after a nationwide search. In addition, no party has any financial incentive for Settlement Class Members to use the Third-Party Vendor.
- B. The amount of the Payment Voucher will vary depending on the lightning density (in flashes/square kilometer/year) in the county in which the structure is located and, in the case of a Lightning Protection System, the size of the structure.

The amount of the Payment Voucher is based on data regarding the relative risk of a lightning strike in the county in which the structure is located, as well as the size of the structure in which CSST was installed, as set forth in the Payment Voucher Schedule below.

PAYMENT VOUCHER SCHEDULE

ZONE	REMEDY		
	Lightning Protection System Property LESS than 3,000 sq ft	Lightning Protection System Property MORE than 3,000 sq ft	Bonding and Grounding
Zone 1 Flash Density > 8.0 flashes/square kilometer/year	\$1,000	\$2,000	\$160
Zone 2 Flash Density 4.0 - 8.0 flashes/square kilometer/year	\$600	\$1,200	\$100
Zone 3 Flash Density < 4.0 flashes/square kilometer/year	\$200	\$400	\$75

For example, under the Payment Voucher Schedule, if the heated/air-conditioned portion of a structure incorporating CSST is less than 3,000 square feet and is located in a county with a flash density of greater than 8.0 flashes/square kilometer/year, then a Settlement Class Member will be entitled to a Payment Voucher in the amount of \$1,000 to defray the cost of a Lightning Protection System. In the alternative, that Settlement Class Member will be entitled to a Payment Voucher in the amount of \$160 to defray the cost of Bonding and Grounding for the same structure.

9. WHAT ARE THE PROCEDURES UNDER THE SETTLEMENT?

Once a claim is filed, the Settlement Administrator will verify the Claim Form according to the requirements documented in the Settlement Agreement. If the Claim Form is incomplete, you will receive a letter requesting the additional information in a specified amount of time.

Once a Claim Form is determined to be complete and valid, and after the Settlement has been finally approved and all appeals exhausted, the Settlement Administrator will send you a packet that contains the Payment Voucher for your property as well as detailed information regarding the remainder of the process.

This detailed information will also contain a Good Faith Estimate of the price it will cost to install a Lightning Protection System on your property. This Good Faith Estimate will be based on the information you provide on your Claim Form and will be accurate within $\pm 15\%$.

If you are interested in Bonding & Grounding only rather than the installation of a Lightning Protection System, the packet will contain a questionnaire worksheet that details additional information that will be required in order to establish a Good Faith Estimate of the price it will cost to complete Bonding & Grounding, according to the terms of the Settlement Agreement, for your property. Prices for Bonding & Grounding can vary significantly based on a variety of factors unique to your property and geographic location. If you are interested in pursuing completion of the Bonding & Grounding of your property, you will be required to first complete the questionnaire worksheet and submit that to the Settlement Administrator. The Settlement Administrator will then coordinate with the Third-Party Vendor performing the work to establish a Good Faith Estimate of the price to complete the Bonding & Grounding for your property.

After receipt of the packet, if you are interesting in pursuing the installation of a Lightning Protection System or completion of the Bonding & Grounding, the packet will direct you to contact the Settlement Administrator. The Settlement Administrator will then coordinate with the Third-Party Vendor on the completion of a Price Quote and Contract for the installation of the Lightning Protection System or completion of the Bonding & Grounding. This process may require that the Third-Party Vendor contact you directly requesting additional information.

The Third-Party Vendor will then provide a Price Quote that documents the discounted price for a Lightning Protection System or completion of the Bonding & Grounding for the property. This price will include the total price, the credit for the Payment Voucher and the net cost to the Settlement Class Member. A contract for the requested services will also accompany the Price Quote.

In the event you are dissatisfied with the Price Quote provided by the Third-Party Vendor, you may seek a bona fide competitive bid from another qualified vendor who agrees to perform the work under the same material terms required of the Third-Party Vendor. The Third-Party Vendor will be given the option to perform the work at the same price quoted in the competitive bid. If the Third-Party Vendor declines and the competitive bidder is considered qualified under the Settlement by the Settlement Administrator, the work can be completed by the competitive bidder. Additional information detailing this process will be posted to the website once the Settlement has been finally approved, including the exhaustion of any appeals. Only after a Price Quote has been established and a Contract has been signed, the Third-Party Vendor will schedule a site visit to inspect your CSST and install a Lightning Protection System or complete the Bonding & Grounding of your property. During this site visit, the Third-Party Vendor will (1) confirm that the home or structure contains CSST manufactured by one of the Defendants, (2) determine whether or not the CSST is already Bonded and Grounded, (3) confirm the approximate square-footage of the structure, (4) collect the Payment Voucher issued to the Settlement Class Member, and (5) collect payment for the remainder of the cost of the Lightning Protection System installation or completion of the Bonding & Grounding of the property.

There is no charge to you *solely* for the site visit. The Settlement Class Member will be responsible for payment of any work which exceeds the amount of the Payment Voucher.

10. WHAT CLAIMS ARE RELEASED IF I DO NOT EXCLUDE MYSELF?

Settlement Class Members who do not exclude themselves from the Class automatically agree to "release" Titeflex, Ward, OmegaFlex and Parker Hannifin from certain claims. These "Released Claims" include all claims, demands, rights, liabilities and causes of action that were asserted or might have been asserted by the Settlement Class Members against the Settling Defendants, whether sounding in tort, contract, any state's unfair competition or consumer protection law, or any other law of any state or jurisdiction, and whether for compensatory damages, economic damages, non-economic damages, restitution, penalties, attorneys' fees or any other relief, so long as the claim, demand, right, liability, or cause of action constitutes, arises out of, relates to, or is in connection with:

- A. The causes of action asserted against Settling Defendants in the Action, including, but not limited to, any and all claims that Settling Defendants are strictly liable, breached any warranties or that they misled the public, concealed dangers, were involved in a conspiracy, or otherwise violated any law whatsoever by designing, manufacturing, marketing, selling CSST or placing CSST into the stream of commerce;

- B. Any facts, transactions, events, policies, occurrences, acts, disclosures, statements, or omissions of fact, which were or could have been asserted as a basis of or in connection with any of the claims in the Action; or
- C. All claims asserted or that could have been asserted by Plaintiffs in the Action that a member of the Settlement Class had or could have had against Settling Defendants with respect to CSST installed in their Property.

These Released Claims expressly include all claims that were or could have been brought against any person or entity in the chain of distribution of CSST designed, manufactured, marketed or sold by Settling Defendants, including but not limited to manufacturers, component suppliers, distributors, wholesalers, retailers, sales representatives, installers, general contractors or subcontractors.

Released Claims do **not** include claims for damages as a result of an actual gas leak, including but not limited to claims for damages from fire, loss of property or the use of property or personal injury, nor is any release given by Settlement Class Members for such compensatory damage claims, nor would any bar exist for such compensatory damage claims by entry of a judgment of dismissal in the Action. In the event that a Settlement Class Member brings such a subsequent action against one or more Settling Defendant, any Settling Defendant may assert in response to those claims any and all defenses, including but not limited to comparative fault, contributory negligence, assumption of risk, exercise of reasonable care, laches or failure to mitigate damages. The viability of any defenses will be determined by the law that governs each such subsequent action, if any, brought against any Settling Defendant. The Settlement shall not be construed as a waiver of, or a determination of, the existence or availability of any defense.

A purpose of this Agreement is to relieve Settling Defendants of all liability to Plaintiffs, Settlement Class Members, or any other Person with respect to the Released Claims. Accordingly, in addition to all other provisions of the Release, Settlement Class Members agree to bar, discharge, and release any liability on the part of Settling Defendants to any other person for contribution and/or indemnity arising from the claims that are subject of the Proposed Settlement. In order to effectuate this intent, each Settlement Class Member shall reduce any judgment it obtains against any such person by the amount, percentage, or share of such judgment attributable to any Settling Defendant so as to bar, discharge and release under applicable law any claims for contribution and/or indemnity against any Settling Defendant arising from or related to the Released Claims. In the event that any Settlement Class Member obtains a judgment (including pursuant to a settlement agreement) against such Person and such Person obtains a judgment against any Settling Defendant, in whole or in part, for contribution or indemnity, then such Settlement Class Member will reduce or remit that judgment by the amount of any liability of a Settling Defendant so as to eliminate any further payment obligation by that Settling Defendant.

The Proposed Settlement sets forth the sole and exclusive remedies for any Released Claims of Settlement Class Members. No court or arbitrator may award compensatory, punitive or multiple damages with respect to any such claim, and no Settlement Class Member may serve as a representative plaintiff with respect to such a claim or remain in any action or permit himself to be represented by a third party in any action in which such a claim is asserted.

Settlement Class Members expressly waive any rights and benefits conferred upon them by the provisions of California Civil Code Section 1542 (or similar provisions) which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

11. WHAT DO I NEED TO DO TO PARTICIPATE IN THE BENEFITS OF THE PROPOSED SETTLEMENT?

To participate in the Proposed Settlement, each Settlement Class Member **MUST complete and submit the Claim Form by September 5, 2007**. Class Counsel will represent Settlement Class Members' interests without charge. Settlement Class Members are not required to hire an attorney. **Unless a Settlement Class Member excludes himself, he will be bound by all judgments approving the Proposed Settlement and will have released certain claims against the Settling Defendants.**

12. HOW DO I MAKE A CLAIM?

Settlement Class Members who wish to make a claim must submit a Claim Form, either online or by mail, within 12 months after September 5, 2006. The Claim Form, attached to this notice and available to be completed online, requests certain information, including the following: (1) the address and county of the property, as well as a clear photograph of the main structure, (2) photographic or otherwise sufficient proof that the CSST installed on your property was manufactured by one of the Settling Defendants, (3) the estimated square footage of the interior heated/air-conditioned portion of the property incorporating CSST, (4) a sworn verification that the Settling Class Member owns the property or otherwise has authority to install a Lightning Protection System or Bonding and Grounding, and (5) a sworn verification that CSST was installed before September 5, 2006.

A Settlement Class Member who submits a Claim Form on time will be sent the following information and materials: (1) a numbered Payment Voucher (for a Lightning Protection System or for Bonding and Grounding), pre-printed with the Settlement Class Member's name, property address, and Payment Voucher amounts; and (2) additional information regarding how to use the Payment Voucher.

In the event you are interested in the Bonding and Grounding only option, you may be requested to supply additional information.

The amount, if any, to be paid under the Payment Voucher is subject to verification of, the presence of a Settling Defendant's product, the square footage of the structure (in the case of a Lightning Protection System), proof of a Lightning Protection System installation and/or Bonding and Grounding pursuant to the terms of the Proposed Settlement, and proof of the cost of installation, all following installation of a Lightning Protection System or Bonding and Grounding. This information will be determined and reported by the Third-Party Vendor.

By filing a Claim Form, each Settlement Class Member submits himself or herself to the exclusive jurisdiction of the Circuit Court of Clark County, Arkansas, for the purposes of this lawsuit only. The Settlement Class Member agrees that the information provided on the Claim Form may be subject to verification, investigation and further inquiry as may be necessary.

13. HOW CAN I EXCLUDE MYSELF ("OPT-OUT") FROM THE PROPOSED SETTLEMENT?

If you do not want to receive the benefits of the Settlement but want to keep the right to individually sue the Settling Defendants concerning the claims released in this case, then you must take steps to get out. This is called excluding yourself from, or opting out of the Settlement Class. To be excluded from this lawsuit, you must personally sign and return the Request for Exclusion Form enclosed with this Notice to: CSST Settlement Administrator, PO Box 4349, Portland, OR 97208-4349.

All requests for exclusion MUST be postmarked on or before January 8, 2007.

Settlement Class Members who properly request exclusion from the Settlement Class will not receive any benefits of the Proposed Settlement and will not be bound by any further orders or judgments entered for or against the Class. These excluded Settlement Class Members retain any right to sue the Settling Defendants at their own expense.

14. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do not exclude yourself from the Settlement and fail to take the required steps to make a claim, you will not receive benefits under the Settlement. But, unless you exclude yourself, you will not be able to individually sue the Settling Defendants for the claims released in this case.

15. WHEN, WHERE AND WHY IS A FAIRNESS HEARING BEING HELD?

A Fairness Hearing will be held on February 1, 2007 before the Honorable John A. Thomas, 401 Clay St., Arkadelphia, AR 71923. The Fairness Hearing will determine whether the Proposed Settlement is fair, reasonable and adequate. The Hearing may be continued by the Court without further written notice.

At the Fairness Hearing, Settlement Class Members who did not exclude themselves may appear in person or by counsel (at his or her own expense) and be heard to the extent allowed by the Court in support of, or in opposition to, the fairness, reasonableness and adequacy of the Settlement Agreement.

In order to appear and/or to file papers or briefs for consideration by the Court, Settlement Class Members **must** file a notice of intent to appear on or before January 8, 2007. To object to the Proposed Settlement, Settlement Class Members must also include in that filing a statement of all factual and legal grounds upon which the objection is based, together with sufficient proof that CSST exists in their property and that identifies the CSST's manufacturer. Sufficient proof may include: (a) a receipt or invoice that identifies the property and CSST manufacturer; and (b) a photograph of the manufacturer's identifying mark on the CSST, together with a signed statement that the photograph was taken from the objector's Structure. If you or your lawyer objects, you must follow all Arkansas rules. If you object and the Court approves the Settlement, anyway, you will be bound by the result. **Any such objection MUST be sent to:**

Clerk for the Clark County Circuit Court
401 Clay Street
Arkadelphia, AR 71923

Robert B. Ellis
KIRKLAND & ELLIS
200 East Randolph Drive, 60th Floor
Chicago, IL 60601

John Goodson
KEIL & GOODSON P.A.
611 Pecan Street
Texarkana, AR 71854-5337

J. Gordon Cooney, Jr.
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103

Scott T. Schutte
JENNER & BLOCK LLP
330 North Wabash Avenue
Chicago, IL 60611-7603

Robert Walker
JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114-1190

THE LAWYERS REPRESENTING THE CLASS

16. WHO REPRESENTS THE CLASS?

Class Counsel for the Plaintiffs are:

W. H. "Dub" Arnold
Attorney at Law
501 Crittenden
Arkadelphia, AR 71923

Cary Patterson
Michael Angelovich
Nix, Patterson & Roach
2900 St. Michael Drive, Fifth Floor
Texarkana, TX 75503

John Goodson
Matt Keil
Keil & Goodson P.A.
611 Pecan Street
Texarkana, AR 71854-5337

Joel Fineberg
R. Dean Gresham
Law Offices of Joel M. Fineberg P.C.
3811 Turtle Creek Boulevard, Suite 1900
Dallas, TX 75219

17. WHAT ARE CLASS COUNSEL'S REASONS FOR THE PROPOSED SETTLEMENT?

After conducting a proper investigation regarding the terms of the Settlement Agreement, Class Counsel believe, in light of the substantial benefits of the Proposed Settlement balanced against the costs, risks and delay of continued litigation, the Proposed Settlement is in the best interests of the Class and is a fair, reasonable and adequate resolution of the lawsuit and of the issues it presents.

18. HOW WILL CLASS COUNSEL'S FEES AND COSTS BE PAID?

In addition to all other sums to be paid by Settling Defendants under the terms of the Proposed Settlement, Settling Defendants will pay to Class Counsel such reasonable attorneys' fees and costs as set forth in the Settlement Agreement. Class Counsel will request a fee of \$29,200,000. Settling Defendants recognize that if the Proposed Settlement receives Final Approval, Class Counsel are entitled to receive fair and reasonable attorneys' fees and costs and have agreed not to object to a fee request up to \$29,200,000. These fees will take into consideration, among other things, the substantial benefits conferred on the class thereby, and that Settling Defendants shall separately pay such amounts to Class Counsel. **No attorneys' fees will be deducted from the benefits paid to Settlement Class Members.** Class Counsel's request for fees will be considered at the Fairness Hearing scheduled for February 1, 2007.

19. WHAT IF THE PROPOSED SETTLEMENT IS APPROVED BY THE COURT?

If the Proposed Settlement is approved, it will be binding and will release Settling Defendants from the claims described above. Settlement Class Members who opt-out of the class action will not be bound by the release, and will be free to bring individual lawsuits against the Settling Defendants.

20. WHAT IF THE PROPOSED SETTLEMENT IS NOT APPROVED BY THE COURT?

If the Proposed Settlement is not approved by the Court, you will not be bound by the Settlement and you will not receive any of the Settlement benefits.

GETTING MORE INFORMATION

21. WHERE DO I GET ADDITIONAL INFORMATION?

Additional information, including a copy of the Settlement Agreement, can be obtained at www.CSSTsettlement.com.

To remain a Settlement Class Member and:

- Communicate with or obtain legal information from Class Counsel, Settlement Class Members may do so by writing to counsel at one of the addresses listed in Section 16 above;

OR

- Receive technical assistance with product identification or ask questions concerning the product or its replacement, call 1-800-420-2916.

DO NOT CONTACT THE COURT.

This Notice provides only a summary of matters regarding the case. Full and complete information is available at www.CSSTsettlement.com or by calling the Administrator at 1-800-420-2916. Settlement Class Members may seek the advice and guidance of their own private attorney, at their own expense, if they wish.

DATED: September 5, 2006

BY ORDER OF THE HONORABLE JOHN A. THOMAS
CIRCUIT COURT OF CLARK COUNTY, ARKANSAS

Notice of Proposed Class Action Settlement