

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

SONIA HOFMANN, an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

PERMATEX, a division of ILLINOIS TOOL WORKS INC., a Delaware Corporation; PERMATEX, INC., Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 37-2013-00041164-CU-BT-CTL

Complaint Filed: March 27, 2013
Date of Trial: None Set

CLASS ACTION

AGREEMENT OF SETTLEMENT

[IMAGED FILE]

Dept.: C-72
Judge: Hon. Timothy Taylor

Subject to Court approval, this Agreement of Settlement ("Settlement Agreement"), is made as of the ___ day of August 2014, by and between plaintiff SONIA HOFMANN, individually and on behalf of all Class Members (as defined below), and defendant PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC. ("Permatex" or "Defendant").

RECITALS

A. On or about January 10, 2013, Plaintiff SONIA HOFMANN sent a 30-day notice of violation to Permatex pursuant to the California Consumers Legal Remedies Act (the "CLRA

1 Letter”).

2 B. On or about January 18, 2013 and February 8, 2013, Permatex responded to the
3 CLRA Letter by denying liability.

4 C. On or about March 27, 2013, Plaintiff initiated this class action case by filing a
5 putative class action complaint in the San Diego Superior Court, styled as *Hofmann v. Permatex*
6 *et al.*, Case No. 37-2013-00041164-CU-BT-CTL (the “Action”).

7 D. Plaintiff alleges in the Action that Permatex violated various California laws,
8 including Business & Professions Code § 17200 *et seq.*; California Business & Professions Code
9 § 17533.7; the California Consumers Legal Remedies Act; and common law negligent
10 misrepresentation as it relates to Permatex’s use in California of the statement “Made in U.S.A.”
11 on packaging for automotive repair kit products that contain less than 100% domestic content.
12 These claims extend to Plaintiff and all other members of the class.

13 E. Permatex denies the allegations in the Action and has asserted a number of
14 defenses.

15 F. On January 16, 2014, the parties attended mediation and engaged in arm’s-length
16 settlement negotiations before the Hon. Leo Papas (Ret.). On June 13, 2014, the parties attended
17 a second mediation and further engaged in arm’s-length settlement negotiations before the Hon.
18 Wayne Peterson (Ret.). Plaintiff concluded that it is in the best interests of the class to enter into
19 this Settlement Agreement. Class Counsel and Plaintiff believe that they have meritorious
20 claims against Permatex, but recognize that the settlement provides significant benefits to all
21 members of the class, eliminates the burden, expense, and uncertainty inherent in complex
22 litigation, and minimizes significant uncertainties associated with further litigation.

23 G. Permatex concluded, despite its belief that it has good defenses to the claims
24 asserted in the Action, that it would enter into this Settlement Agreement to avoid in large part
25 the further expense, inconvenience, burden of litigation, and the distraction and diversion of their
26 personnel and resources, thereby putting to rest this controversy.

27 H. Plaintiff and Permatex agreed to settle, compromise, and dismiss with prejudice
28

1 the operative complaint and all claims thereunder of the Class Members (as defined below)
2 without costs to any party (except as provided herein) on the terms and conditions set forth in
3 this Settlement Agreement, subject to the approval of the Court.

4 I. This Settlement Agreement, including its exhibits, embodies all of the terms and
5 conditions of the settlement between Plaintiff and Permatex, both individually and on behalf of
6 the Settlement Class, subject to the approval of the Court.

7 **TERMS AND CONDITIONS OF SETTLEMENT**

8 **NOW THEREFORE**, it is agreed by the undersigned, on behalf of Plaintiff and
9 Defendant, that this Action and all claims of Plaintiff and all other Class Members shall be
10 settled, compromised, and final judgment entered on the following terms and conditions.

11 **A. DEFINITIONS**

12 The following terms, as used in this Settlement Agreement and attached exhibits, have
13 the meanings set forth below:

14 1. "Action" shall mean the *Hofmann v. Permatex et al.* litigation matter that is
15 currently pending in the San Diego Superior Court as Case No. 37-2013-00041164-CU-BT-CTL.

16 2. "Attorneys' Fees" means any award of attorneys' fees and costs approved by the
17 Court for payment to the Class Counsel.

18 3. "Claim" means a claim by a person that he or she is a member of the Settlement
19 Class in accordance with the requirements contained in this Agreement.

20 4. "Claim Form" means the form attached hereto as Exhibit B.

21 5. "Claims Administrator" means the firm of Kurtzman Carson Consultants
22 ("KCC") whose business address is 75 Rowland Way, Suite 250, Novato, CA 94945. KCC will
23 be retained by Defendant to administer the Notice Program as described in Section E of this
24 Settlement Agreement and the Claim Program as described in Section F of this Settlement
25 Agreement.

26 6. "Claims Period" means twenty days after the date the Court enters the
27 Preliminary Approval Order and ending on the ninetieth (90th) day thereafter (i.e., 110 days
28

1 from the date the Court enters the Preliminary Approval Order).

2 7. "Class Counsel" means John H. Donboli and Del Mar Law Group, LLP, and
3 Gordon & Rees LLP.

4 8. "Class Period" means March 27, 2009, to the date of the Court's entry of an order
5 granting preliminary approval of this Settlement Agreement.

6 9. "Class Products" means the following 29 Permatex automotive repair kits
7 identified in Exhibit G.

8 10. "Class Member(s)" means any member of the Settlement Class who does not
9 timely exclude himself or herself from the Settlement pursuant to Section J of this Settlement
10 Agreement.

11 11. "Court" means the Superior Court of the State of California for the County of San
12 Diego.

13 12. "Effective Date" means the latest of: (i) the date of final affirmance on any appeal
14 of the Final Approval Order or Judgment; (ii) the date of final dismissal with prejudice of the last
15 pending appeal from the Final Approval Order or Judgment; or (iii) if no appeal is filed, the 61st
16 day after entry of the Court's Order Granting Final Approval of Class Action Settlement.

17 13. "Final Approval Hearing" means the hearing to consider the final approval of the
18 Settlement as required by Rule of Court 3.769(g).

19 14. "Final Approval Order" means the final order entered by the Court in the form
20 attached hereto as Exhibit D, approving this Settlement Agreement as fair, adequate and
21 reasonable and entering judgment in accordance therewith.

22 15. "Judgment" means the judgment entered by the Court in the form attached hereto
23 as Exhibit E. The Judgment (and the underlying Final Approval Order) shall be deemed "Final"
24 upon entry of judgment.

25 16. "Notice" means the Notice of Proposed Settlement of Class Action in the form
26 attached hereto as Exhibit A. Exhibit "A" may also be referred to as the "Long-Form Notice."
27
28

1 17. “Notice Program” means the mechanisms and arrangement for providing notice as
2 described in Section E of this Settlement Agreement.

3 18. “Plaintiff” means representative plaintiff Sonia Hofmann, both in her individual
4 capacity and on behalf of the Settlement Class.

5 19. “Postcard Notice” means the abbreviated form of notice attached hereto as
6 Exhibit F that shall be mailed by the Claims Administrator to potential settlement class members
7 pursuant to Paragraph E(2).

8 20. “Preliminary Approval Order” means the Order issued by the Court in
9 substantially the same form attached hereto as Exhibit C.

10 21. “Qualifying Transaction” means a purchase of a Permatex automotive repair kit
11 product in California during the Class Period as listed in Exhibit G.

12 22. “Qualifying Claimant” means a Class Member who submits a timely, completed,
13 Claim Form, indicating that he or she engaged in a Qualifying Transaction, and whose claim is
14 not rejected by the Claims Administrator and is not disputed by Defendant under the procedures
15 set forth in Section F below.

16 23. “Released Claims” means the claims released as described in Section K of this
17 Settlement Agreement.

18 24. “Released Parties” means all parties identified as having claims released against
19 them in the first paragraph of Section K(1) of this Agreement.

20 25. “Settlement” means the terms and conditions of the settlement embodied by this
21 document.

22 26. “Settlement Class” means, for settlement purposes only, all consumers who made
23 a Qualifying Transaction.

24 27. “Settlement Website” means (www.permatexsettlement.com), which will, at the
25 appropriate time, prominently post information pertaining to the nature of this action and terms
26 of the Settlement and which will contain a copy of the Notice, the operative complaint in this
27 Action, and other relevant pleadings.

28

1 28. “Short-Form Notice” means the abbreviated form of Notice of Proposed
2 Settlement of Class Action in the form attached hereto as Exhibit H.

3 **B. TIMING OF PRELIMINARY APPROVAL**

4 The parties agree to file a motion for preliminary approval of this Settlement as soon as
5 practical after the execution of this Settlement Agreement. In this regard, Plaintiff reserved
6 September 26, 2014 at 1:30 pm for the court hearing on the parties’ motion for preliminary
7 approval of class settlement.

8 **C. CONDITIONS OF SETTLEMENT**

9 Counsel for the undersigned agree to recommend approval of this Settlement Agreement
10 to the Court and to undertake their best efforts, including all steps and efforts contemplated by
11 this Settlement Agreement and any other steps and efforts that may be necessary or appropriate,
12 by order of the Court or otherwise, to carry out the terms of this Settlement.

13 **D. SETTLEMENT CONSIDERATION FROM DEFENDANT**

14 1. The consideration provided by Permatex in accordance with this Settlement
15 Agreement is in full, complete and final settlement of the claims of Class Members in the Action
16 as against all Released Parties.

17 2. In full and complete settlement of all claims which have been, might have been,
18 are now or could be asserted in the Action by Class Members against the Released Parties,
19 within forty-five (45) days after the Effective Date, Permatex, either directly or indirectly
20 through the Claims Administrator, will send to each Qualifying Claimant who timely submits an
21 executed Claim Form, a check made payable to the Qualifying Claimant in the amount of \$2.00
22 per Class Product purchased by the Claimant. The Court shall retain jurisdiction to enforce this
23 Agreement pursuant to California Code of Civil Procedure § 664.6.

24 3. Permatex shall donate \$1,000,000 (one million dollars) over the course of six
25 years to the prominent, automotive related 501(c)(3) charity known as Follow A Dream. This
26 six-year term begins the year of the Effective Date. Within twenty days after the Effective Date,
27 Permatex shall submit to Class Counsel a signed declaration under penalty of perjury verifying
28

1 that the Follow A Dream charity is a valid 501(c)(3) charity. Within twenty days following the
2 end of each calendar year during the six-year term, Permatex shall submit to Class Counsel a
3 signed declaration under penalty of perjury indicating the date and amount of its donation(s) for
4 that year. Once Permatex has reported to Class Counsel donations that meet the \$1,000,000
5 obligation, Permatex is released from the requirement to submit subsequent declarations.

6 4 Upon the Court's final approval of this Agreement, the Court shall retain
7 jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure § 664.6,
8 including adequate supervision to ensure that the \$1,000,000.00 was donated by Permatex.

9 5. Defendant agrees to entry of an injunction, in the form contained in Exhibit E, not
10 to label the Class Products as "Made in U.S.A" if they do not contain 100% U.S. content. This
11 injunction becomes null and void if California Business & Professions Code § 17533.7 is (a)
12 repealed; (b) modified; or (c) interpreted by the California Supreme Court in any manner
13 contrary to an interpretation requiring 100% U.S. content for a "Made in U.S.A." designation.
14 Permatex is not obligated to re-label any packages or products that it previously sold and/or that
15 are already in the stream of commerce, on store shelves or in distributors' or retailers' inventory,
16 as of the date of this Agreement. The injunction shall include a reasonable meet and confer
17 requirement to the extent any consumer seeks to enforce the terms of the injunction in the future
18 based on a yet to occur purchase of a Class Product.

19 **E. NOTICE PROGRAM**

20 1. The Notice will be in the form attached hereto as Exhibit A.
21 2. Within twenty (20) days after entry of order for Preliminary Approval, Permatex,
22 in cooperation with and under the supervision of its counsel of record, shall provide a list to the
23 Claims Administrator of all California consumers who would qualify as Class Members in its
24 corporate books and records to include the consumers' name, telephone number, address or
25 email address for the purposes of directing notice. The Claims Administrator shall be tasked
26 with mailing the Postcard Notice (in the form attached hereto as Exhibit F) to the potential class
27 members.

28

1 3. For any and all Notices returned to the Claims Administrator that have forwarding
2 addresses provided by the postal service, the Claims Administrator shall re-mail the Notices to
3 the new addresses, except that the Claims Administrator will have no obligation to re-mail
4 returned Notices that they receive from the postal service later than fifty (50) days after entry of
5 the Preliminary Approval Order.

6 4. Within twenty (20) days after entry of order for Preliminary Approval, or as soon
7 as possible thereafter, Permatex agrees, in cooperation with and under the supervision of its
8 counsel of record and the Claims Administrator, to publish the Short Form Notice (in the form
9 attached hereto as Exhibit H) for a period of two (2) days in USA Today (Los Angeles and San
10 Francisco) for an advertisement size of at least ¼ page, which shall include the web address of
11 the Settlement Website, where the Claim Form may be accessed, filled out, and submitted.

12 5. Within twenty (20) days after entry of order for Preliminary Approval, Permatex,
13 in cooperation with and under the supervision of its counsel of record, shall send written
14 correspondence enclosing a copy of the Long-Form Notice and Short-Form Notice to in-house
15 counsel (or an executive board member, corporate officer, or business contact) for all California
16 retailers that it has a direct relationship with and that sold any of Class Products in California
17 during the Class Period. The letter shall conform to the exemplar letter attached hereto as
18 Exhibit I. The parties shall not represent, warrant, or guarantee to the Court that any retailer will
19 actually post notice in their California stores; rather that the request was made for the retailers to
20 participate in the class notice process.

21 6. Permatex shall provide notice of this settlement on its homepage
22 (www.permatex.com) in the "News Box" section with a hyperlink stating "Notice to California
23 Consumers." The hyperlink will direct consumers directly to the Settlement Website. This
24 notice shall remain active for the duration of the Claims Period.

25 7. The Settlement Website address will be published in the Notice.
26
27
28

1 8. At least thirty (30) days prior to the Final Approval Hearing, Defendant, through
2 its counsel of record, shall either provide to Class Counsel or cause to be filed with the Court, a
3 declaration or declarations that they complied with provisions of Section E herein.

4 9. The parties agree that Class Counsel may promulgate the Notice. Such Notice
5 promulgated by Class Counsel shall track language from the long-form and/or short-form Notice
6 attached to this Settlement Agreement. Plaintiff and Class Counsel may not issue any press
7 release promoting or referring to this action or the parties' settlement in this action. Class
8 Counsel may, however, post notice of settlement on the Del Mar Law Group website and/or a
9 social media page operated by Del Mar Law Group. Class Counsel may not post notice of the
10 settlement on a social media page or web site not operated by Del Mar Law Group. Plaintiff and
11 Class Counsel agree not to refer to Illinois Tool Works Inc. or "ITW" in promoting the
12 settlement of this action. (Plaintiff and Class Counsel may refer to Defendant as "Permatex").

13 **F. CLAIM PROGRAM**

14 1. Notice will be provided to members of the Settlement Class by the method set
15 forth in Section E of this Agreement.

16 2. The Claims Administrator will report to Defendant's counsel on a weekly basis as
17 to the number and value of claims submitted during the prior week. To qualify as a valid claim,
18 a Claim Form must: (a) be submitted during the Claims Period; (b) identify at least one of the
19 Class Products as the product purchased; (c) indicate a date of purchase during the Class Period;
20 (d) identify California as the state in which the Class Product was purchased; (e) contain the
21 claimant's address; and (f) have the declaration signed. The Claims Administrator will review
22 each Claim Form submitted by a Class Member to determine whether the Claim Form is valid,
23 and will reject any invalid claims (if any), within fifteen (15) days after the expiration of the
24 Claims Period. Within thirty-five (35) days after the expiration of the Claims Period, the Claims
25 Administrator will provide Defendant's counsel with a complete report of the number and value
26 of claims submitted, the number of claims rejected as invalid, and the number of Class Members

27
28

1 requesting exclusion. Defendant's counsel shall report this information to Class Counsel within
2 forty (40) days after the expiration of the Claims Period.

3 3. Permatex, through the Claims Administrator, shall ensure that the Settlement
4 Website is active and able to accept online claims at least three (3) days before the opening of the
5 Claims Period. Permatex, through the Claims Administrator, shall exercise its best efforts to
6 ensure that the Settlement Website is active and able to accept online claims during the Claims
7 Period, and that the Settlement Website includes a link to the Notice and Claim Form. The Class
8 Member must certify under penalty of perjury that he or she is a member of the Class, provide
9 his or her name, and select which product was purchased and the approximate date of purchase,
10 including how many products were purchased during the Class Period. Failure to submit
11 information pertaining to the approximate date of purchase is not reason (in and of itself) to
12 reject a Claim Form. The Claim Form must be mailed or submitted electronically to the Claims
13 Administrator and postmarked no later than the last day of the Claims Period.

14 4. The Notice of Settlement and/or Settlement Website shall stay online for the
15 entirety of the Claims Period.

16 5. If the Claim Administrator rejects a Claim, it must notify the claimant in writing
17 by mail no later than fifteen (15) days after the expiration of the Claims Period, stating the
18 reasons for the rejection. The claimant will have ten (10) days after the notice is sent to present
19 in writing additional information or evidence in support of his or her Claim. If a claimant timely
20 provides such additional information or evidence, the Claims Administrator will either (i)
21 approve the Claim; or (ii) advise Permatex and Class Counsel that the Claims Administrator
22 continues to reject the Claim. If Class Counsel and Defendant cannot agree on the resolution of
23 any rejected Claim, final determination of such disputed Claims will be made by the Court.
24 Class Counsel and Defendant will exercise best efforts to submit any such disputed Claims to the
25 Court in batches.

26 A list of persons who constitute rejected claimants shall be filed with the Court by
27 Defendant's counsel before the date for the hearing on final approval.
28

1 6. Class Members who do not return a Claim Form postmarked on or before the final
2 day of the Claims Period, Class Members who return a Claim Form that is timely but is not
3 signed, and Class Members whose Claims are rejected by the Claims Administrator will not
4 qualify to receive their selected consideration from Permatex as set out in Section D(2) above,
5 but will remain Class Members and be bound by this Settlement.

6 7. Any settlement payment checks issued to Class Member that remain uncashed
7 after 180 days from the date of issuance will be void, and any such funds shall be returned to
8 Permatex. Class Members to whom such voided checks were issued shall cease to be entitled to
9 a settlement payment, but this Agreement and the release herein will nonetheless be binding on
10 them as if they had cashed their checks.

11 8. All costs of the Claim Program and the Notice Program will be paid separately
12 and directly by Permatex and are not subject to claims for reimbursement or otherwise from the
13 Settlement Class. The parties agree that the maximum amount of costs that Permatex agrees to
14 incur in this regard is \$60,000.00. To the extent the amount of monies required to properly
15 notice and administer this settlement exceeds \$60,000.00, the parties shall meet and confer in
16 good faith to determine how best to effectuate notice and the administration of this settlement
17 without increasing the \$60,000.00 agreed upon cost to Permatex.

18 **G. FEES AND EXPENSES OF CLASS COUNSEL; CLASS REPRESENTATIVE**
19 **INCENTIVE AWARD**

20 I. Class Counsel shall file a motion with the Court for an award of Attorneys' Fees,
21 reimbursement of actual expenses, and an award of a class representative enhancement fee
22 against Permatex, which shall include references to sales and product information provided to
23 Class Counsel by Permatex during discovery and/or in support of the parties' settlement efforts.
24 Class Counsel will comply with the protective order in place in this action in submitting any
25 sales and product information to the Court. Such a motion shall be heard at the Final Approval
26 Hearing (or at any other time deemed appropriate by the Court). Class Counsel shall file this
27 motion consistent with the timing requirements set forth in California Rules of Court, Rule 3.764
28

1 (i.e., 28 calendar days before the date of the hearing). Defendant agrees *not* to oppose such
2 request so long as the amount sought by Class Counsel does not exceed \$350,000.00. Defendant
3 also agrees *not* to oppose an award of an enhancement fee to Plaintiff Sonia Hofmann that does
4 not exceed \$5,000.00. The payment of Attorneys' Fees, reimbursement of actual expenses, and
5 an award of a class representative enhancement fee (if any) will be paid by Permatex within ten
6 (10) business days of the Effective Date, and such payment will be in addition to the settlement
7 consideration to the Settlement Class.

8 **H. FINAL APPROVAL HEARING**

9 1. Hearing Date: Pursuant to the Preliminary Approval Order, the Court will hold a
10 Final Approval Hearing on a date to be set by the Court.

11 2. Briefing Schedule: Any briefs in support of final approval by Plaintiff or
12 Permatex shall be submitted not less than fourteen (14) court days before the Final Approval
13 Hearing, unless otherwise agreed by the parties or ordered by the Court. Class Counsel will file
14 a Memorandum of Points and Authorities requesting recommendations of final approval of the
15 Settlement by the Court, including a determination by the Court: (i) that the Settlement be
16 approved as fair, reasonable and adequate; (ii) that Class Counsel adequately represented the
17 interests of the Settlement Class; (iii) that the Settlement Class, excluding those persons who
18 exercise their right to opt out of participation in the Settlement, will be certified; and (iv) that the
19 Final Approval Order approving the Settlement substantially in the form of Exhibit D and the
20 Judgment in substantially the form of Exhibit E, should be entered. The Final Approval Hearing
21 may be continued from time to time as necessary without further notice to the Settlement Class.

22 3. Consequences of Non-Approval: If the Court does not grant final approval of the
23 settlement reflected in this Agreement, any certification of any Settlement Class will be vacated
24 and the Parties will be returned to their positions with respect to the Action as if the Agreement
25 had not been entered into. In the event that Final Approval is not achieved: (a) any Court orders
26 preliminarily or finally approving the certification of any class contemplated by this Agreement
27 shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity;

28

1 and (b) the fact of the settlement reflected in this Agreement, shall not be used or cited thereafter
2 by any person or entity, including any manner whatsoever, including without limitation any
3 contested proceeding relating to the certification of any class.

4 **I. OBJECTION**

5 1. Any Class Member who has not timely requested exclusion may appear at the
6 Final Approval Hearing to show cause why the Court should not approve this Settlement and
7 dismiss the Action with prejudice, and may appear at the hearing to support or oppose Class
8 Counsel's request or application for Attorneys' Fees.

9 2. For a Class Member to have objections considered, the Class Member must file
10 any objections and all papers in support of such objections with the Court in the time set forth in
11 the Notice, which will be no later than sixty (60) days after entry of Preliminary Approval Order.
12 All such written objections shall be served on Class Counsel and counsel for Defendant. The
13 filing of any objection will not extend the time within which a member of the Settlement Class
14 may file a request for exclusion from the settlement.

15 3. Any objection must include: (1) the Class Member's complete name and
16 residence or business address (giving the address of any lawyer who represents the Class
17 Member is not sufficient); (2) a statement that the Class Member falls within the definition of the
18 Settlement Class, including the approximate date the Class Member purchased the Permatex
19 repair kit product; and (3) each ground for comment or objection and any supporting papers the
20 Class Member desires the Court to consider (i.e., a mere statement that "I object" will not be
21 deemed sufficient).

22 **J. OPT-OUT RIGHTS OF MEMBERS OF THE SETTLEMENT CLASS**

23 1. Any member of the Settlement Class may request exclusion from the settlement in
24 this Action by first class mail, personally signed, and stating unequivocally that he/she wishes to
25 be excluded from this class action settlement. Any request for exclusion must be mailed to Class
26 Counsel and counsel for Defendant, postmarked on or before sixty (60) days after Preliminary
27 Approval Order, and referring, in the request for exclusion, to the name and number of this
28

1 litigation, *Hofmann v. Permatex et al.*, Case No. 37-2013-00041164-CU-BT-CTL. Such request
2 shall state the name, address and phone number of the person requesting exclusion and that such
3 person elects to be excluded from this litigation. The person requesting exclusion must sign the
4 request for exclusion personally. No member of the Settlement Class who chooses to be
5 excluded may submit a Claim Form. If any member of the Settlement Class chooses to be
6 excluded but also submits a Claim Form, the Claim Form shall govern, and the person shall be
7 deemed a Class Member. Any member of the Settlement Class who chooses to be excluded and
8 who provides the requested information will not be bound by any judgment entered in
9 connection with this Settlement. A list of persons who requested exclusion shall be filed with
10 the Court by Defendant's counsel before the date of the Final Approval Hearing.

11 2. If more than two hundred (200) Class Members request exclusion, then Defendant
12 has the unilateral right, in its sole discretion, to withdraw from this Settlement Agreement. This
13 unilateral right to withdraw must be exercised within ten (10) business days of Defendant's
14 receipt of notification that the number of individuals validly requesting exclusion exceeds two
15 hundred (200) individuals. Defendant's unilateral right to withdraw in this regard is waived if
16 not so exercised.

17 3. Defendant shall also have the unilateral right, in its sole discretion, to withdraw
18 from this Settlement Agreement to the extent the total number of Qualifying Claimants seeking
19 to take part in this settlement exceeds 15% of the total number of potential claims possible, i.e.,
20 165,000 Class Products (Permatex sold approximately 1.1 million units of Class Products during
21 the Class Period). This unilateral right to withdraw must be exercised within ten (10) business
22 days of Defendant's receipt of the complete report provided by the Claims Administrator after
23 the close of the Claims Period, pursuant to Section F above. Defendant's unilateral right to
24 withdraw in this regard is also waived if not so exercised.

25 Experience shows that qualifying claims in a consumer class action ordinarily are less
26 than 10% of the total number of claims possible. Accordingly, if qualifying claims exceed 15%
27 of the total number of claims possible, this would create a strong inference of fraud.

28

1 **K. RELEASES**

2 1. In addition to the effect of any final judgment entered in accordance with this
3 Settlement Agreement, upon the Effective Date, Permatex, and each of its attorneys, present and
4 former parent companies, subsidiaries, divisions, affiliates, officers, directors, employees, agents
5 and any of their legal representatives (and the present and former parents, subsidiaries, divisions,
6 affiliates, officers, directors, employees, agents, representatives, dealers, retailers, suppliers,
7 distributors, and legal representatives, and the predecessors, heirs, executors, administrators,
8 successors and assigns of each of the foregoing) will be released and forever discharged from all
9 manner of claims, demands, actions, suits, causes of action, whether class, individual or
10 otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including
11 costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in
12 law or equity, that any Class Member (including any of their past, present or future agents, legal
13 representatives, trustees, estates, heirs, executors and administrators), and whether or not they
14 object to the Settlement, ever had, now has, or hereafter can, will or may have, arising out of (i)
15 conduct by Defendant related to the manufacturing, labeling, distribution and sales of Permatex
16 automotive repair products with an unqualified "Made in USA" or "Made in the USA"
17 designation; (ii) any violation or alleged violation of California Business & Professions Code §
18 17533.7 relating to same; and/or (iii) any violation or alleged violation of any other statute,
19 including but not limited to California Business & Professions Code §§ 17200 *et seq.*, and
20 California Civil Code § 1770 *et seq.* Each Class Member (including his or her past, present or
21 future agents, legal representatives, trustees, parents, estates, heirs, executors and administrators)
22 is hereby barred from hereafter asserting any claim, demand, action, suit or cause of action,
23 whether class or individual, against Defendant based, in whole or in part, upon any released
24 claim.

25 Further, upon the Effective Date, Permatex, and each of its attorneys, present and former
26 parent companies, subsidiaries, divisions, affiliates, officers, directors, employees, agents and
27 any of their legal representatives (and the present and former parents, subsidiaries, divisions,
28

1 affiliates, officers, directors, employees, agents, representatives, dealers, retailers, suppliers,
2 distributors, and legal representatives, and the predecessors, heirs, executors, administrators,
3 successors and assigns of each of the foregoing) will be released and forever discharged from all
4 manner of claims, demands, actions, suits, causes of action, whether class, individual or
5 otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including
6 costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in
7 law or equity, that Plaintiff Sonia Hofmann (including any of her past, present or future agents,
8 legal representatives, trustees, estates, heirs, executors and administrators) ever had, now has, or
9 hereafter can, will or may have, arising out of (i) Defendant's advertising and labeling for the
10 Class Products, (ii) Sonia Hofmann's purchase of any of the Class Products, and/or (3) Sonia
11 Hofmann's use of any of the Class Products.

12 Defendant and its parent companies, subsidiaries and affiliated corporations, partnerships
13 and businesses, past, present and future, and all of their past, present and future trustees,
14 directors, officers, shareholders, partners, agents, employees, representatives, attorneys, insurers,
15 hereby release Plaintiff and her counsel from any claims of abuse of process, malicious
16 prosecution, or any other claims arising out of the institution, prosecution, assertion, or
17 resolution of this Action, including, but not limited to, claims for attorneys' fees, costs of suit, or
18 sanctions of any kind.

19 2. Each Class Member and Defendant expressly waive the provisions of Section
20 1542 of the California Civil Code (and all other like provisions of law) to the full extent that
21 these provisions may be applicable to the releases in paragraph K(1). California Civil Code,
22 Section 1542, provides:

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

26 3. Subject to the above, each Class Member or Defendant may hereafter discover
27 facts other than or different from those which he, she, or it knows or believes to be true with
28

1 respect to the claims being released. Nevertheless, each Class Member and Defendant hereby
2 expressly waive and fully, finally and forever settle and release, upon this Settlement becoming
3 final, any known or unknown, contingent or non-contingent claim in any way relating to the
4 subject matter of the claims being released in paragraph K(1), whether or not concealed or
5 hidden, without regard to subsequent discovery or existence of such different or additional facts.

6 **L. FORCE AND EFFECT OF SETTLEMENT**

7 1. In the event that this Settlement does not become final in accordance with the
8 terms hereof, then this Settlement Agreement will be of no force or effect, except that the parties
9 hereto agree that this Settlement Agreement, including its exhibits, and any and all negotiations,
10 drafts of settlement documents and discussions associated with it, will be without prejudice to
11 the rights of any party, will be inadmissible in evidence against any party, and further will not be
12 deemed or construed to be an admission or evidence of any violation of any statute or law or of
13 any liability or wrongdoing by Defendant, or of the truth of any of the claims or allegations
14 contained in any complaint or any other pleading filed in the Action or any other action, and
15 evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the
16 Action or in any other action or proceeding. Plaintiff and Defendant expressly reserve all of
17 their rights and preserve all applicable defenses if this Settlement does not become final in
18 accordance with the terms of this Settlement Agreement. In the event this Settlement is
19 terminated, the Settlement Agreement and all matters leading up to or related to the Settlement
20 are confidential settlement communications inadmissible under California Code of Evidence §
21 1152(a) or and any and all other applicable federal and/or state laws. The provisions of this
22 paragraph will survive and continue to apply to Defendant and each member of the Settlement
23 Class, even if the Court does not approve the Settlement, or the Court's approval of this
24 Settlement is set aside on appeal, or Defendant withdraws from the Settlement Agreement.
25 Notwithstanding the foregoing, this Settlement Agreement may be used or admitted into
26 evidence against any party as to whom this Settlement Agreement is being enforced.

1 **M. MISCELLANEOUS PROVISIONS**

2 1. This Settlement Agreement will be binding upon and inure to the benefit of the
3 successors of the parties hereto. Without limiting the generality of the foregoing, each and every
4 covenant and agreement herein by Plaintiff and Class Counsel will be binding upon all Class
5 Members.

6 2. This Settlement Agreement contains the entire, complete and integrated statement
7 of each and every term and provision agreed to by and among the parties, and is not subject to
8 any condition not provided for herein. This Settlement Agreement will not be modified in any
9 respect except by a writing executed by all the signatories hereto.

10 3. Any inconsistency between this Settlement Agreement and the exhibits attached
11 hereto will be resolved in favor of the Settlement Agreement.

12 4. None of the parties hereto will be considered to be the drafter of this Settlement
13 Agreement or any provision hereof for the purpose of any statute, case law or rule of
14 interpretation or construction that would or might cause any provision to be construed against the
15 drafter thereof.

16 5. All terms of this Settlement Agreement and the exhibits hereto will be governed
17 by and interpreted according to the substantive laws of the State of California without regard to
18 its choice of law or conflict of laws principles.

19 6. Defendant and each Class Member hereby irrevocably submit to and agree not to
20 contest the exclusive jurisdiction of the Court and agree that the Court is a proper venue and
21 convenient forum, for purposes of any suit, action, proceeding or dispute arising out of or
22 relating to this Settlement Agreement and/or the exhibits hereto. In the event the provisions of
23 this Settlement Agreement are asserted by Defendant as a defense, in whole or in part, to any
24 claim or cause of action or otherwise raised as an objection in any suit, action or proceeding by
25 a Class Member, it is hereby agreed that Defendant will be entitled to a stay of that suit, action or
26 proceeding until the Court has entered a final judgment no longer subject to any appeal or review
27 determining any issues relating to the defense or objection based on such provisions.
28

1 7. Neither the acceptance nor the performance by Defendant of the terms of this
2 Settlement Agreement nor any of the related negotiations or proceedings is or shall be claimed to
3 be, construed as, or deemed to be an admission by Defendant of the truth of any of the
4 allegations in the Complaint, the representative character of the Action, the validity of any of the
5 claims that were or could have been asserted by Plaintiff or Class Members in the Action, or of
6 any liability or guilt of Defendant in the Action.

7 8. Neither this Settlement Agreement nor any of its terms shall be offered or used as
8 evidence by any of the Parties, Class Members, or their respective counsel, or by any person or
9 entity in the Action, or in any other action or proceeding; provided, however, that nothing
10 contained in this paragraph shall prevent this Agreement from being used, offered, or received in
11 evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

12 9. The Parties agree to stipulate to class action certification only for purposes of the
13 Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will
14 be void. The Parties further agree that certification for purposes of the Settlement is not an
15 admission that class action certification is proper under the standards applied to contested
16 certification motions and that this Settlement Agreement will not be admissible in this or any
17 other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is
18 liable to either Plaintiff or any Class Member, other than according to the Settlement's terms;

19 10. Facsimile and/or email with PDF signatures will be considered as valid signatures
20 on this Settlement Agreement.

21
22 IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have
23 caused this Settlement Agreement to be executed by their officers or representatives hereunto
24 duly authorized, effective as of the date first above mentioned.

25 //

26 //

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In so doing, the parties expressly agree to and intend to be legally bound by this Settlement Agreement.

Dated: _____

Sonia Hofmann, Plaintiff

Dated: August 28, 2014

PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.

AS Robinson

By: (Print Name) Andrew S. Robinson
Title: VP & GM Permatex

APPROVED AS TO FORM:

Dated: August 25, 2014

PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD & GERALDSON LLP

By: Bradley L. Cohn
Bradley L. Cohn
Attorneys for: PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.

Dated: August _____, 2014

GORDON & REES LLP

By: _____
Miles D. Scully
Camille DeCamp

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

DEL MAR LAW GROUP, LLP

By: _____
John H. Donboli

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In so doing, the parties expressly agree to and intend to be legally bound by this Settlement Agreement.

Dated: 8/29/14

Sonia Hofmann
Sonia Hofmann, Plaintiff

Dated: August 28, 2014

PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.
A S Robinson

By: (Print Name) Andrew S. Robinson
Title: VP & GM Permatex

APPROVED AS TO FORM:

Dated: August 25, 2014

PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD & GERALDSON LLP

By: Bradley L. Cohn
Bradley L. Cohn
Attorneys for: PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.

Dated: August 29, 2014

GORDON & REES LLP

By: _____
Miles D. Scully
Camille DeCamp

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

DEL MAR LAW GROUP, LLP

By: John H. Donboli
John H. Donboli

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In so doing, the parties expressly agree to and intend to be legally bound by this

Settlement Agreement.

Dated: _____

Sonia Hofmann, Plaintiff

Dated: August 28, 2014

PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.

AS Robinson

By: (Print Name) Andrew S. Robinson
Title: VP & GM Permatex

APPROVED AS TO FORM:

Dated: August 25, 2014

PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD & GERALDSON LLP

By: Bradley L. Cohn
Bradley L. Cohn
Attorneys for: PERMATEX, A DIVISION OF ILLINOIS TOOL WORKS INC.

Dated: August 28, 2014

GORDON & REES LLP

By: Camille DeCamp
Miles D. Scully
Camille DeCamp

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

DEL MAR LAW GROUP, LLP

By: _____
John H. Donboli

Attorneys for: SONIA HOFMANN, an individual and on behalf of all others similarly situated

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

Case No. 37-2013-00041164-CU-BT-CTL

SONIA HOFMANN, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PERMATEX, a division of ILLINOIS TOOL
WORKS INC., a Delaware Corporation;
PERMATEX, INC., Delaware Corporation;
and DOES 1 through 100, inclusive,

Defendants.

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT.
PLEASE READ THIS NOTICE CAREFULLY.

1. **Introduction** - This notice concerns a proposed settlement (the "Settlement") of a lawsuit (the "Action") against PERMATEX, a division of ILLINOIS TOOL WORKS INC. ("Permatex" or "Defendant") on behalf of anyone who purchased a Permatex automotive repair kit product in California during the period from March 27, 2009 to [date of the Court's entry of an order granting preliminary approval of the parties' Settlement Agreement] that bore the unequivocal statement "**Made in USA.**" . The Action is currently pending in Superior Court of the State of California for the County of San Diego (the "Court"). The Court has certified the Action to proceed as a class action, for purposes of settlement only, on behalf of the class described below. The details of the proposed settlement are set forth below in the Proposed Settlement.

2. **Court Approval** - This Notice of Proposed Class Action Settlement was court approved in its entirety by the Agreement of Settlement on file with the Court.

3. **Purpose of Notice** - This notice is intended (1) to inform you of the Settlement of the Action, (2) to describe the Settlement, and (3) to advise you of your rights and your options with respect to the Settlement.

4. **Description of the Action** - This Action alleges that Defendant violated California law, and other state laws, by improperly labeling and selling automotive repair kit

products as being "Made in USA" when doing so was prohibited by statute. The Action seeks, among other things, an award of damages against Defendant as a result of this alleged conduct.

5. **Defendant's Denial** – Defendant denies each and every one of the allegations of the operative complaint and has asserted a number of defenses to the claims.

6. **Definition of the Class** - The Settlement Class is defined as anyone who purchased a qualifying Permatex automotive repair kit product in California between March 27, 2009 to [date of the Court's entry of an order granting preliminary approval of the parties' Settlement Agreement] that bore the unequivocal statement "Made in USA." The qualifying Permatex automotive repair kits (collectively referred to as "Class Products") are as follows: (1) Permatex FK-98 Fiberglass Patch Kit (Item No. 80265), (2) Permatex Lens Renew Headlight Restoration Kit (09136), (3) Permatex Professional Strength Rearview Mirror Adhesive (75183), (4) Permatex Ultra Series Vinyl and Leather Repair Kit (81781), (5) Permatex Fuel Tank Repair Kit (09101), (6) Permatex Fuel Tank and Radiator Repair Kit (09116), (7) Permatex Headlight Lens Restoration Kit (09135), (8) Permatex Plastic Tank Repair Kit (09100), (9) Permatex Radiator Repair Kit (09104), (10) Permatex Complete Rear Window Defogger Repair Kit (09117), (11) Permatex Rearview Mirror Adhesive Kit (09102), (12) Permatex Stripped Thread Repair Kit (81668), (13) Permatex Wheel Restoration Kit (09142), (14) Permatex Windshield Repair Kit (09103), (15) Permatex Wheel Restoration Kit (21214), (16) Permatex Vinyl and Leather Repair Kit (21192), (17) Permatex Headlight Lens Restoration Kit (09140), (18) Permatex Complete Rear Window Defogger Repair Kit (21227), (19) Permatex Fabric Repair Kit (21229), (20) Permatex Rearview Mirror Adhesive Kit (21225), (21) Permatex Windshield Repair Kit (21226), (22) Permatex Fuel Tank Repair Kit (20057), (23) Permatex Extreme Rearview Mirror Professional Strength Adhesive Kit (81840), (24) Permatex Dashboard and Vinyl Top Repair Kit (81785), (25) Permatex Rear Window Defogger Tab Adhesive (21351), (26) Permatex Professional Strength Rearview Mirror Adhesive (81844), (27) Permatex Super Clear Vinyl Sealant Repair Kit (81786), (28) Permatex Vinyl & Leather Repair Kit (80902); and (29) Permatex Fabric Repair Kit (25247).

7. **The Proposed Settlement** - The parties have reached a proposed settlement of this action, which the attorneys for the Settlement Class believe is fair, reasonable, adequate and in the best interest of class members. Defendant agreed to the settlement, without admitting liability, to avoid the costs and other burdens of continued litigation. The proposed settlement provides: (i) payment of \$2.00, subject to the terms and limitations described in paragraph 8 below, to every Class Member who does not opt out of the settlement and returns a valid Claim Form, (ii) a permanent injunction against Permatex; and (iii) an agreement by Defendant to pay costs related to sending this notice and of receiving, processing and paying class members' claims under this settlement.

Permatex also agrees to (1) pay an incentive award (to the extent awarded by the Court) to the class representative Sonia Hofmann in the amount of \$5,000.00, and (2) pay Class Counsel's attorneys' fees and costs (to the extent awarded by the Court) in amount not to exceed \$350,000.00. Plaintiff shall file a motion for recovery of attorneys' fees and costs with the Court and Defendant agrees not to object to the extent Plaintiff does *not* request more than the above-stated sums.

8. **Terms of Payment to Class Members** - Class Members who do not opt out and who return a valid claim form will receive a \$2.00 check from Permatex for every qualifying Class Product purchased during the Class Period.

9. **Releases** - In return for the settlement described above, members of the Settlement Class who do not request exclusion from the class agree to release (give up) all claims against Defendant arising out of (i) conduct by Defendant related to the manufacturing, labeling, distribution, and sale of products with a "Made in USA" country of origin designation, (ii) any violation or alleged violation of California Business & Professions Code § 17533.7, and/or (iii) any violation or alleged violation of any other statute, including but not limited to California law, predicated on (i), or (ii).

10. **How to Make a Claim** - Only Class Members who submit a Claim Form postmarked no later than _____, 2014 will be eligible to participate in the settlement. Claim Forms postmarked after _____, 2014 will not be considered. If you received this Notice in the mail, a Claim Form is enclosed. If you received this Notice in any other way or do not have a Claim Form, you may go to www.permatexsettlement.com to obtain a copy of the form. Once completed, mail the claim form and proof of purchase to:

Permatex Class Action
c/o KCC
P.O. Box XXXX
Novato, CA 94945

Approved claims will be honored after the Settlement Effective Date and processing of all Claims Forms.

11. **Request for Exclusion from the Class** - Under California law, if you are a member of the Settlement Class, you have the right to be excluded from the class. If you wish to be excluded from the class, you must mail a letter so that it is postmarked no later than _____, 2014 to the address listed in paragraph 10 above. The letter must clearly state your full name, current mailing address, phone number, and signature and include the following statement: "I want to be excluded from the plaintiff class in *Hofmann v. Permatex et al.*, San Diego Superior Court, Case No. 37-2013-00041164-CU-BT-CTL."

The request for exclusion must be submitted in your own name and signed by you personally; no individual may request that other persons be excluded from the class. Do not send a letter requesting exclusion if you wish to remain a class member or file a claim for \$2.00 payment under the settlement. **If you exclude yourself from the class, you will not be entitled to share in any benefits that the class may obtain.** If you do not exclude yourself, you will not be able to file a separate claim against Defendant based on the events, circumstances and/or practices alleged in the Action.

12. **Objection** - If you do not request exclusion, you may still object to the proposed settlement. You may also move to appear in the action.

If you wish to object, you must file a written objection with the Court. The objection must include: (1) your complete name and current residence or business address (giving the

address of any lawyer who represents you is not sufficient); (2) a statement that you fall within the definition of the class; and (3) each ground for comment or objection and any supporting papers you wish the Court to consider (*i.e.*, a mere statement that “I object” will not be deemed sufficient).

You or your personal attorney may attend the settlement hearing and state your support or objection orally, but you are not required to do so. If you intend to attend the hearing and orally state your opinion, your written objection must also state “**I intend to appear at the hearing.**” Only class members, or their attorneys, who have submitted a timely written objection, will have their objections considered by the Court, or be heard at the final hearing on approval of the settlement. To be considered, a written objection must be filed with the Court and mailed to the Settlement Administrator and the counsel no later than _____, **2014** at the following addresses:

Superior Court of California, County of San Diego
Dept. 72
330 W. Broadway
San Diego, CA 92101

Counsel for the Class

John H. Donboli
DEL MAR LAW GROUP, LLP

12250 El Camino Real, Suite 120
San Diego, CA 92130
Tel: 858-793-6244

Counsel for Defendant Permatex:

Bradley Cohn
PATTISHALL MCAULIFFE, NEWBURY,
HILLIARD & GERALDSON LLP,
200 S. Wacker Drive, Suite 2900
Chicago, IL 60606
Tel: (312) 554-8000

If you wish to submit a brief to the Court in support of any objection, such brief must be filed with the Court, and served by mail on counsel for the plaintiff class and counsel for Defendant, at the addresses listed above no later than _____, **2014**.

13. **Hearing On Settlement** - The Court will hold a Final Approval Hearing to consider: (a) whether the tentative settlement summarized above is fair, reasonable, adequate, and in the best interests of the plaintiff class, and (b) whether Plaintiff and her attorneys have fully, fairly and adequately represented the plaintiff class in the action and in negotiating the settlement. The Final Approval Hearing is presently scheduled for _____, **2014 at _____ a.m./p.m.** in Department 72 of the Superior Court of California for the County of San Diego, Hall of Justice, 330 W. Broadway, San Diego CA 92101. The time and date of the approval may be changed by the court order without further notice to the class.

14. **Hearing On Class Counsel Fees and Class Representative Incentive Award** - The Court will also hold a hearing on _____, **2014 at _____ a.m./p.m.** to consider whether to award attorneys’ fees and costs to Class Counsel and whether to award a class representative enhancement fee to Sonia Hofmann. The motion shall be heard in Department 72 of the Superior Court of California for the County of San Diego, Hall of Justice, 330 W.

Broadway, San Diego CA 92101. The time and date of the hearing may be changed by the Court without further notice to the class. At the above-referenced court hearing, Plaintiff shall request that the Court grant: (i) a class representative incentive award to Sonia Hofmann in the amount of \$5,000.00; (ii) payment by Defendant of Class Counsel's attorneys' fees and reimbursement of expenses in the amount of \$350,000.00. Defendant agreed not to oppose such motion to the extent the amounts requested do not exceed these amounts.

Any party, including Class Members, who wish to file an objection and/or oppose the settlement and/or Plaintiff's motion for fees are instructed to do so in writing by _____, **2014** by filing with the Court and serving (by hand delivery or by First Class regular U.S. mail) such objections to Class Counsel, Attn: John H. Donboli, DEL MAR LAW GROUP, LLP, 12250 El Camino Real, Suite 120, San Diego, CA 92130, and Counsel for Defendant, Attn: Bradley Cohn, PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD & GERALDSON LLP, 200 S. Wacker Drive, Suite 2900, Chicago, IL 60606. In addition, if a Class Member wishes to submit to the Court any brief in support of his or her objection, he or she must file the brief with the Court and serve it on both Class Counsel and counsel for Defendant prior to _____, **2014**.

15. More Information - Do not contact the Court regarding this Notice or the lawsuit.

If you wish additional information about this notice or the settlement, you may examine the Court's file on the case at the address shown above or you may contact Plaintiff's attorneys in writing at the address in paragraph 12 above.

The Court has not ruled in favor of or against the Plaintiff or Defendant on the merits of any of their claims, denials, or defenses in this case.

Exhibit B

Hofmann v. Permatex, a Division of Illinois Tool Works, Inc.
P.O. Box XXX
Claims City, CA

Hofmann v. Permatex, a Division of Illinois Tool Works, Inc.
P.O. Box XXX
Claims City, CA

PROOF OF CLAIM

San Diego Superior Court, Case No. 37-2013-00041164-CU-BT-CTL

To make a Claim, you must fully complete this Proof of Claim form ("Claim Form") so that it is postmarked no later than _____, 2014. A complete description of the class qualifications and claim benefits can be found at: **www.PermatexSettlement.com** until _____, 2014.

If you are an eligible Class member and wish to receive a settlement payment, you must complete and return this Claim Form to the Claims Administrator online or at the address listed above. You are eligible to receive a check in the amount of \$2.00.

Eligible Class members are those who purchased any of the products on the attached list of eligible Permatex products in California during the period March 27, 2009 to [date of the Court's entry of an order granting preliminary approval of the parties' Settlement Agreement] that bore the unequivocal statement "Made in U.S.A." on the product packaging.

Information about the Permatex Product:

1. Product Name (Please select from the attached list): _____
2. Date of Purchase (mm/dd/yyyy): ____ / ____ / ____
3. State in which you purchased the product: _____

Declaration

THE WILLFUL SUBMISSION OF A FALSE CLAIM CONSTITUTES THE CRIME OF PERJURY AND IS PUNISHABLE BY CALIFORNIA LAW.

I certify under penalty of perjury that I purchased the above-listed Permatex product in California between March 27, 2009 to [date of the Court's entry of an order granting preliminary approval of the parties' Settlement Agreement], and that it bore the unequivocal statement "Made in USA" on the product packaging. The above information is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____

Address: _____

**Please do not forget to sign this claim form.
If you do not sign it, your claim will not be processed and will be denied.**

Exhibit C

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

SONIA HOFMANN, an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

PERMATEX, a division of ILLINOIS TOOL WORKS INC., a Delaware Corporation; PERMATEX, INC., Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

) Case No. 37-2013-00041164-CU-BT-CTL

) **CLASS ACTION**

) **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPROVING FORM AND MANNER OF SERVICE**

) Judge: Hon. Timothy Taylor
) Dept.: C-72

WHEREAS, this action is pending before this Court as a putative class action; and

WHEREAS, the parties applied to this Court for an Order preliminarily approving the settlement of the above-captioned litigation ("Action") in accordance with the parties' Settlement Agreement, dated August ___, 2014, which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action, and for dismissal of the Action with prejudice against defendant PERMATEX, a division of ILLINOIS TOOL WORKS INC. ("Permatex" or "Defendant") upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits annexed thereto;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOW, THEREFORE, it is hereby ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court hereby preliminarily approves the Settlement Agreement.

3. The Court finds that the requirements of California Code of Civil Procedure § 382 have been satisfied for certifying a Settlement Class and the Court has made a preliminary determination that plaintiff and representative Sonia Hofmann ("Plaintiff") is an adequate class representative of the Settlement Class.

4. The Court hereby certifies the Settlement Class, as defined in the Settlement Agreement, for settlement purposes only and in accordance with the standards set forth in *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794.

5. Pending resolution of these settlement proceedings, no other action now pending or hereinafter filed arising out of all or any part of the subject matter of the Action shall be maintained as a class action and, except as provided by further order of the Court, for good cause shown, all persons are hereby enjoined, during the pendency of these settlement proceedings, from filing or prosecuting purported class actions against Defendant with respect to any of the Released Claims as defined in the Settlement Agreement.

6. A hearing ("Final Approval Hearing") shall be held before this Court at 330 W. Broadway, Department 72, San Diego, CA 92101 on _____, 2014, at ____ a.m./p.m., to determine: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement are fair, reasonable and adequate, and (b) whether a final approval order and judgment should be entered herein. The Court may adjourn or continue the Final Approval Hearing without further notice to the Settlement Class.

7. The Court hereby approves, as to form and content, the forms of notice annexed as Exhibits A, F, and H to Settlement Agreement and the Notice Program set forth in paragraphs E.1 to E.9 of the Settlement. The Court finds that the Notice meets the requirements of

1 California Code of Civil Procedure §§ 382 and 581(k), California Rule of Court 3.766(d), and of
2 due process, and is the most reasonable notice that is practicable under the circumstances, and
3 shall constitute due and sufficient notice to all persons entitled thereto.

4 8. Within twenty (20) days of the date of this Order, the Court hereby directs
5 Defendant to distribute the Notice as set forth in paragraphs E.1 to E.9 of the Settlement.
6 Defendant shall pay the costs of claims administration, including the costs associated with
7 preparing, printing and disseminating to the Settlement Class the Notices as set forth in
8 paragraphs E.1 - E.9 of the Settlement Agreement in amount not to exceed \$60,000.00.

9 9. At least fourteen court (14) days prior to the Final Approval Hearing, Defendant,
10 through its counsel of record, shall cause to be filed with the Court a sworn affidavit evidencing
11 compliance with the provisions of Settlement Agreement as it relates to providing Notice.

12 10. Upon the Effective Date, as defined in the Settlement Agreement, all members of
13 the Settlement Class who have not opted out of the settlement shall be enjoined and barred from
14 asserting any of the Released Claims against Permatex and the Released Parties, and each Class
15 Member shall be deemed to release any and all such Released Claims as against Permatex and
16 the Released Parties, as these terms are defined in the Settlement Agreement.

17 11. Any Class Member may enter an appearance through counsel of such member's
18 own choosing and at such member's own expense or may appear individually and show cause, if
19 he or she has any facts or arguments to present, as to: (a) why the proposed settlement of the
20 Action as set forth in the Settlement Agreement should or should not be approved as fair,
21 reasonable, and adequate; and (b) why the final approval order and judgment should or should
22 not be entered on the proposed Settlement Agreement. However, no Class Member or any other
23 person shall be heard or entitled to contest the approval of the terms and conditions of the
24 proposed settlement, or, if approved, the Final Approval Order and Judgment to be entered
25 thereon approving the same or the fees and expenses to be awarded, unless on or before
26 _____, 2014, that person has filed with the Court and served (by hand delivery or
27 by First Class regular U.S. mail) written objections complying with the specifications in the
28

1 Notice. Service of any objections shall be made to Class Counsel, Attn: John H. Donboli, DEL
2 MAR LAW GROUP, LLP, 12250 El Camino Real, Suite 120, San Diego, CA 92130, and
3 Permatex's Counsel: Bradley Cohn, PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD &
4 GERALDSON LLP, 200 S. Wacker Drive, Suite 2900, Chicago, IL 60606. In addition, if a
5 Class Member wishes to submit to the Court any brief in support of his or her objection, he or
6 she must file the brief with the Court and serve it on both Class Counsel and counsel for
7 Defendant prior to _____, 2014.

8 12. Any Class Member who does not make their objection in the manner provided for
9 in this Preliminary Approval Order shall be deemed to have waived such objection and shall
10 forever be foreclosed from making any objection to or appeal of the fairness, reasonableness or
11 adequacy of the proposed settlement, and to the award of fees and expenses to Class Counsel and
12 other costs, all as set forth in the Settlement Agreement and Preliminary Order.

13 13. Any member of the Settlement Class may choose to exclude himself or herself
14 from the settlement. Any such person who chooses to be excluded from the settlement will not
15 be entitled to any recovery and will not be bound by the Settlement Agreement or have any right
16 to object, appear or comment thereon. Any such person who chooses to request exclusion may
17 do so by submitting a written statement requesting exclusion from the class on or before
18 _____, 2014. Such written request for exclusion must contain the name, address,
19 and telephone number of the person requesting exclusion, reference the name and number of this
20 litigation (*Hofmann v. Permatex et al.*, San Diego Superior Court, Case No. 37-2013-00041164-
21 CU-BT-CTL), be signed personally by the person requesting exclusion, and be mailed to Class
22 Counsel and counsel for Defendant and postmarked on or before _____, 2014.

23 14. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of
24 the negotiations or proceedings connected with it, shall be construed in this or any lawsuit as an
25 admission or concession by Defendant of the truth of any of the allegations of the Action, or of
26 any liability, fault, or wrongdoing of any kind, or by the named Plaintiff Sonia Hofmann or any
27 other member of the Settlement Class of the merit of any defense or lack of merit of any claim.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15. The Court reserves the right to continue or adjourn the date of the Final Approval Hearing without further notice to the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement.

IT IS SO ORDERED.

DATED: _____, 2014

By _____
THE HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT

Exhibit D

1 this Court's Order Granting Preliminary Approval of the Class Action Settlement, and proof of
2 notice having been filed with the Court; and

3 WHEREAS the Court has received and reviewed the Settlement Agreement and its
4 exhibits; and

5 WHEREAS all persons present or represented at the hearing, who were entitled to be
6 heard pursuant to the Class Notice, having been given an opportunity to be heard; and counsel
7 for the parties having appeared in support of the Settlement; and Class Counsel having
8 represented to the Court that in their opinion the Settlement is fair and reasonable and in the best
9 interests of the Class Members; and

10 WHEREAS the Court having considered all documents filed in support of the Settlement,
11 and fully considered all matters raised, all exhibits and affidavits filed and all evidence received
12 at the hearing, all other papers and documents comprising the record herein, and all oral
13 arguments presented to the Court;

14 IT IS HEREBY ORDERED as follows:

15 1. For all purposes of this Order Granting Final Approval of Class Action Settlement
16 ("Order"), the Court adopts all defined terms as set forth in the Settlement Agreement, which is
17 incorporated herein by this reference.

18 2. For purposes of this Order, "Class" shall mean all persons who purchased a
19 qualifying Permatex automotive repair kit product listed in Exhibit G of the Settlement
20 Agreement in California between March 27, 2009 and [date of the Court's entry of an order
21 granting preliminary approval of the parties' Settlement Agreement], that bore the "Made in
22 USA" designation on the product and/or product packaging. Excluded from the Class are those
23 who purchased the products for the purpose of resale.

24 3. For purposes of this Order, "Class Member(s)" shall mean all persons who are
25 members of the Class and who have not timely exercised their rights to opt out of participation in
26 the Settlement. The list of persons excluded from the Class because they filed valid requests for
27 exclusion ("Opt-Outs") is attached hereto as Exhibit A. Such persons on the Opt-Out list are not
28

1 bound by the Judgment or the terms of the Settlement and may pursue their own individual
2 remedies against Defendant. However, such Persons are not entitled to any payments provided
3 to Class Members by the terms of the Settlement.

4 4. The Court has jurisdiction over the subject matter of the Action.

5 5. All Class Members having been given adequate notice, the opportunity to be
6 heard and the opportunity to opt out of the Class, the Court finds that it has personal jurisdiction
7 over each Class Member.

8 6. The Court has personal jurisdiction over Permatex because, among other reasons,
9 Permatex did not timely challenge personal jurisdiction.

10 7. The Court approves the Settlement of the litigation set forth in the Settlement
11 Agreement as being fair, just, reasonable and adequate to the Class Members. The terms and
12 provisions of the Settlement are the product of arms-length negotiations conducted in good faith
13 and with the assistance of two experienced mediators, Judge Leo Papas (Ret.) of Judicate West
14 and Judge Wayne Peterson (Ret.), of ADR Services, Inc. Approval of the Settlement will result
15 in substantial savings of time, money and effort to the Court and the Parties, and will further the
16 interests of justice.

17 8. Any and all objections to the Settlement and Settlement Agreement are overruled
18 as being without merit.

19 9. This Action may be maintained as a class action for settlement purposes.

20 10. The Court certifies this litigation as a class action for settlement purposes and
21 certifies the class as comprised of all Class Members.

22 11. The Court finds that the requirements of California Code of Civil Procedure § 382
23 have been satisfied and that named plaintiff Sonia Hofmann and Class Counsel fairly and
24 adequately represent the Class Members and satisfy the requirements to be representatives of and
25 counsel to Class Members for settlement purposes.

26 12. The Notice provided to the Class Members pursuant to the Order Granting
27 Preliminary Approval of Class Action Settlement constitutes full and adequate notice and is in
28

1 full compliance with the requirements of due process of law.

2 13. The Settlement shall be implemented and consummated in accordance with the
3 definitions and terms of the Settlement Agreement.

4 14. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of
5 the negotiations or proceedings connected with it shall be construed as an admission or
6 concession by Defendant of the truth of any of the allegations in the Action, or of any liability,
7 fault or wrongdoing of any kind.

8 15. The Action, and each allegation, claim, and cause of action asserted therein
9 against Defendant and Does 1-100 are dismissed on the merits and with prejudice as to Sonia
10 Hofmann and all Class Members.

11 16. Sonia Hofmann and all Class Members, on behalf of themselves and any of their
12 respective agents, successors, heirs, assigns, and other persons and entities referenced in the
13 Settlement Agreement, for good and sufficient consideration, are deemed to have forever
14 released Permatex and/or the Released Parties as defined in the Settlement Agreement.

15 17. Sonia Hofmann and all Class Members are permanently barred and enjoined from
16 commencing or continuing to prosecute or otherwise asserting the Released Claims, or any of
17 them, in whole or in part, whether class or individual, against Permatex and/or Released Parties.

18 18. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby reserves
19 jurisdiction over the Action and Settlement to enforce the terms of the judgment.

20 19. This Order is final for purposes of appeal and may be appealed, and the Clerk is
21 hereby directed to enter judgment thereon. If this Order does not become "Final" in accordance
22 with the terms of the Settlement Agreement (because the Judgment is set aside, in whole or in
23 material part after being timely appealed), then this Order, and all other orders entered in
24 connection with this Settlement (including without limitation, the Order Granting Preliminary
25 Approval of Class Action Settlement) shall be rendered void ab initio, and vacated in accordance
26 with the terms of the Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

DATED: _____, 2014

By _____
THE HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT

Exhibit E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN DIEGO

SONIA HOFMANN, an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

PERMATEX, a division of ILLINOIS TOOL WORKS INC., a Delaware Corporation; PERMATEX, INC., Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

) Case No. 37-2013-00041164-CU-BT-CTL

) **CLASS ACTION**

) **FINAL JUDGMENT AND INJUNCTION**

) Judge: Hon. Timothy Taylor
) Dept.: C-72

Plaintiff SONIA HOFMANN (“Plaintiff”), both individually and on behalf of all members of the class, and defendant PERMATEX, a division of ILLINOIS TOOL WORKS INC. (“Defendant”), through its attorneys of record, having stipulated to the entry of this Final Judgment and Permanent Injunction (the “Judgment”) without the taking of proof, without trial or adjudication of any fact or law herein, without the judgment constituting evidence of or an admission by Defendant regarding any issue of fact or law alleged in the Complaint herein, and without Defendant admitting any liability, and good cause appearing therefore:

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

2 1. This action is brought under California law, and this Court has jurisdiction over
3 the allegations and subject matter of the Complaint on file herein.

4 2. This Court has personal jurisdiction over the parties to this action, including the
5 Class Members (as defined below).

6 3. This Judgment has been reviewed by this Court, and this Court finds that it has
7 been entered into in good faith and to be in all respects suitable and equitable.

8 4. The injunctive provisions of this Judgment are applicable to Permatex, including
9 its successors in interest and the assigns of all or substantially all of the assets of their business;
10 their directors, officers, employees, agents, managers, members, and principals (collectively, the
11 “Enjoined Parties”).

12 5. Pursuant to California Rules of Court, Rule 3.771(a), the members of the class are
13 all persons who: (a) purchased a qualifying Permatex automotive repair kit product in California
14 between March 27, 2009 to [date of the Court's entry of an order granting preliminary approval
15 of the parties' Settlement Agreement] that bore the unequivocal statement “Made in USA” on the
16 product packaging, and (b) who do not timely exercise his or her right to opt out of participation
17 in the settlement (the “Class Members”).

18 6. Permanent Injunction. Without admitting any liability or wrongdoing
19 whatsoever, pursuant to California Business and Professions Code Sections 17203, the Enjoined
20 Parties, and each of them, shall be enjoined and restrained from labeling, advertising, selling,
21 offering for sale, and/or distributing any of the following 29 automotive repair kit products with
22 the unequivocal statement “Made in USA” when the product does not contain 100% U.S. content
23 : (1) Permatex FK-98 Fiberglass Patch Kit (Item No. 80265), (2) Permatex Lens Renew
24 Headlight Restoration Kit (09136), (3) Permatex Professional Strength Rearview Mirror
25 Adhesive (75183), (4) Permatex Ultra Series Vinyl and Leather Repair Kit (81781), (5) Permatex
26 Fuel Tank Repair Kit (09101), (6) Permatex Fuel Tank and Radiator Repair Kit (09116), (7)
27 Permatex Headlight Lens Restoration Kit (09135), (8) Permatex Plastic Tank Repair Kit (09100),
28

1 (9) Permatex Radiator Repair Kit (09104), (10) Permatex Complete Rear Window Defogger
2 Repair Kit 09117), (11) Permatex Rearview Mirror Adhesive Kit (09102), (12) Permatex
3 Stripped Thread Repair Kit (81668), (13) Permatex Wheel Restoration Kit (09142), (14)
4 Permatex Windshield Repair Kit (09103), (15) Permatex Wheel Restoration Kit (21214), (16)
5 Permatex Vinyl and Leather Repair Kit (21192), (17) Permatex Headlight Lens Restoration Kit
6 (09140), (18) Permatex Complete Rear Window Defogger Repair Kit (21227), (19) Permatex
7 Fabric Repair Kit (21229), (20) Permatex Rearview Mirror Adhesive Kit (21225), (21) Permatex
8 Windshield Repair Kit (21226), (22) Permatex Fuel Tank Repair Kit (20057), (23) Permatex
9 Extreme Rearview Mirror Professional Strength Adhesive Kit (81840), (24) Permatex Dashboard
10 and Vinyl Top Repair Kit (81785), (25) Permatex Rear Window Defogger Tab Adhesive
11 (21351), (26) Permatex Professional Strength Rearview Mirror Adhesive (81844), (27) Permatex
12 Super Clear Vinyl Sealant Repair Kit (81786), (28) Permatex Vinyl & Leather Repair Kit
13 (80902); and (29) Permatex Fabric Repair Kit (25247). Notwithstanding the foregoing,
14 Permatex is not obligated to re-label any packages or products that it previously sold and/or that
15 are already in the stream of commerce, on store shelves or in distributors' or retailers' inventory,
16 as of _____, 2014 [insert date of agreement]. This injunction will become null and void
17 in the event that Business & Professions Code Section 17533.7 is repealed, or in the event that
18 statute is amended or interpreted by the California Supreme Court in a manner that permits use
19 of an unqualified "Made in U.S.A." designation on merchandise that does not contain 100% U.S.
20 content.

21 7. Payment to Class Members. Without admitting any liability or wrongdoing
22 whatsoever, Permatex shall pay to each Class Member who timely submitted a properly
23 completed, signed claim form (received either online or by mail) that is not rejected by the
24 Claims Administrator or Defendant, a check in the amount of \$2.00 for each qualifying Class
25 Product purchased during the Class Period.

26 8. This Court retains jurisdiction for the purpose of enabling any party to this
27 Judgment to apply to this Court at any time for such further orders and directions as may be
28

1 necessary or appropriate for the construction or carrying out of this Judgment, for the
2 modification of any of the provisions hereof, for the enforcement of compliance herewith, and
3 for the punishment of violations hereof.

4 9. The parties agree to negotiate in good faith to try to resolve any disputes that may
5 arise relating to this Judgment. Plaintiff shall give Defendant twenty (20) days' notice before
6 filing an application or other pleading seeking contempt of court or other sanctions for any
7 purported violation of this Judgment. During this twenty day period, Defendant shall have an
8 opportunity to cure any alleged violation of the Judgment.

9 10. Nothing in this Judgment shall be deemed to permit or authorize any violation of
10 the laws, rules, or regulations of California or otherwise be construed to relieve Defendant of any
11 duty to comply with any applicable laws, rules, or regulations of California.

12 11. This Judgment is a final resolution and disposition of all those matters, claims,
13 and causes of action alleged in the Complaint herein. This Judgment shall have a *res judicata*
14 effect that bars Plaintiff and all Class Members from bringing and asserting any action, claim,
15 demand, or cause of action against Defendant, its predecessors, heirs, representatives, assigns,
16 agents, distributors, customers, retailers, or employees, past and present, alleging any violation
17 of: (1) California Business & Professions Code §§ 17200, *et seq.*; (2) California Business &
18 Professions Code § 17533.7, (3) California Civil Code § 1770 *et seq.*; and (4) any other
19 California law arising out of their conduct related to representing, labeling, advertising, selling,
20 offering for sale, and/or distributing Permatex automotive repair kit products with an unqualified
21 "Made in USA" or similar designation when the product or any article, unit, or part therein, was
22 made, manufactured, or produced outside of the United States.

23 12. This Judgment shall take effect immediately upon entry thereof, without further
24 notice to Defendants.

25 13. The Court finds that an attorneys' fees award of \$350,000.00 is fair and
26 reasonable and awards same to Class Counsel. This award shall be inclusive of Class Counsel's
27
28

1 costs and expenses. Permatex shall pay this amount to Class Counsel within ten (10) business
2 days of the Effective Date, as defined in the parties' Settlement Agreement.

3 14. The Court further awards Plaintiff Sonia Hofmann an incentive award of
4 \$5,000.00, which the Court finds to be fair and reasonable. Permatex shall pay this amount to
5 Class Counsel within ten (10) business days of the Effective Date, as defined in the parties'
6 Settlement Agreement.

7 15. If the payments due under Paragraphs 13 and 14 above are not paid within ten
8 (10) business days of the Effective Date, as defined in the parties' Settlement Agreement, then
9 interest on such award, fees and expenses shall accrue from the Effective Date until paid, at the
10 maximum rate allowed by law.

11 16. The Clerk shall enter this Judgment forthwith.

12 IT IS SO ORDERED.

13 DATED: _____, 2014

By _____
THE HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT

Exhibit F

Legal Notice

IF YOU PURCHASED A QUALIFYING
PERMATEx AUTOMOTIVE
REPAIR KIT PRODUCT BETWEEN
MARCH 27, 2009 AND [INSERT
DATE],
YOU MAY BE ELIGIBLE TO
PARTICIPATE IN A CLASS ACTION
SETTLEMENT.

1-800-000-0000

www.permatexsettlement.com

Hofmann v. Permatex et al.
Settlement Administrator
P.O. Box 0000
Novato, CA 94948-0000

First-Class
Mail
US Postage
Paid
Permit # __



Postal Service: Please do not mark barcode

ABC-123456-7-01 12

First Name Last Name
123 Any Street
City, ST 00000-0000

LEGAL NOTICE HAS BEEN ORDERED BY A CALIFORNIA SUPERIOR COURT

This Notice concerns a proposed settlement of a class action lawsuit against Permatex. The lawsuit alleges that Permatex violated the law by labeling automotive repair kit products as "Made in USA." Permatex denies any liability in this case. The Court has not held a trial or ruled in favor of either party on any disputed issues. Permatex and the plaintiff have agreed to settle the matter to avoid the costs of continued litigation.

The proposed settlement includes all persons who purchased a qualifying Permatex automotive repair kit product in California from March 27, 2009 to [insert date], that stated "Made in USA" on the product and/or product packaging. Together these people are called a "Class" or "Class Members".

Class Members are eligible to receive a check for \$2.00. To receive a check, Class Members must submit a completed Claim Form on-line or by mail by Month 00, 2014. The Claim Form can be found at www.Permatexsettlement.com or can be mailed to you by calling 1-800-000-0000. Permatex has also agreed to a permanent injunction, and to pay the named class representative, Sonia Hofmann, a one-time fee of \$5,000 to reimburse her expenses and time. Permatex also agreed to pay plaintiff's counsel an amount not to exceed \$350,000.00, which is inclusive of Class Counsel's expenses and costs. The Court may award less than the amounts requested.

What are Your Options? If you submit a claim form or do nothing, you are choosing to stay in the Class. This means you will be legally bound by all orders and judgments of the Court, and you will not be able to sue Permatex about the legal claims resolved by this settlement. If you stay in the Class you may object to the settlement. Objections and requests to appear are due by Month 00, 2014. If you do not want to stay in the Class, you must submit a request for exclusion by Month 00, 2014. If you exclude yourself, you cannot get a payment from this settlement, but you will keep any rights to sue Permatex for the same claims in a different lawsuit. The San Diego Superior Court will hold a hearing in this case (*Hofmann v. Permatex et al.* Case No. 37-2013-00041164-CU-BT-CTL), on Month 00, 2014 at 00:00 __m. to consider whether to approve: the settlement; Class Counsel's request for fees and expenses; and the payment to the Class Representative. If approved, the settlement will release Permatex for all claims relating to the "Made in USA" labeling of Permatex automotive repair kits from March 27, 2009 to [insert date]. For more information, in English or *en Español*, and to obtain or fill out the claim form, go to www.permatexsettlement.com, or call **1-800-000-0000**.

Exhibit G

Class Products

1.	Permatex Vinyl & Leather Repair Kit	80902
2.	Permatex FK-98 Fiberglass Patch Kit	80265
3.	Permatex Lens Renew Headlight Restoration Kit	09136
4.	Permatex Professional Strength Rearview Mirror Adhesive	75183
5.	Permatex Ultra Series Vinyl & Leather Repair Kit	81781
6.	Permatex Fuel Tank Repair Kit	09101
7.	Permatex Fuel Tank and Radiator Repair Kit	09116
8.	Permatex Headlight Lens Restoration Kit	09135
9.	Permatex Plastic Tank Repair Kit	09100
10.	Permatex Radiator Repair Kit	09104
11.	Permatex Complete Rear Window Defogger Repair Kit	09117
12.	Permatex Rearview Mirror Adhesive Kit	09102
13.	Permatex Stripped Thread Repair Kit	81668
14.	Permatex Wheel Restoration Kit	09142
15.	Permatex Windshield Repair Kit	09103
16.	Permatex Wheel Restoration Kit	21214
17.	Permatex Vinyl & Leather Repair Kit	21192
18.	Permatex Headlight Lens Restoration Kit	09140
19.	Permatex Complete Rear Window Defogger Repair Kit	21227
20.	Permatex Fabric Repair Kit	21229
21.	Permatex Rearview Mirror Adhesive Repair Kit	21225
22.	Permatex Windshield Repair Kit	21226
23.	Permatex Fuel Tank Repair Kit	20057
24.	Permatex Extreme Rearview Mirror Professional Strength Adhesive Kit	81840
25.	Permatex Dashboard and Vinyl Top Repair Kit	81785
26.	Permatex Rear Window Defogger Tab Adhesive	21351
27.	Permatex Professional Strength Rearview Mirror Adhesive	81844
28.	Permatex Super Clear Vinyl Sealant Repair Kit	81786
29.	Permatex Fabric Repair Kit	25247

Exhibit H

A California Superior Court ordered distribution of notice in connection with a proposed settlement of a Class Action. This is not a solicitation.

**ATTENTION ALL PERSONS WHO PURCHASED A
PERMATEX AUTOMOTIVE REPAIR KIT PRODUCT IN CALIFORNIA**

THE ACTION AND THE SETTLEMENT. This Notice concerns a proposed settlement of a class action lawsuit filed against Permatex, a Division of Illinois Tool Works Inc. ("Permatex"). The lawsuit alleges that Permatex violated the law by labeling its automotive repair kit products as "Made in USA." Plaintiff believes she has viable claims, both individually and on behalf of a class of California consumers against Permatex and Permatex believes it has valid defenses. Notwithstanding, Permatex and Plaintiff (collectively the "Parties") agreed to settle the matter even though the Court has not held a trial or ruled in favor of either party on any disputed issues.

WHO IS ENTITLED TO TAKE PART IN THE SETTLEMENT. If you purchased a qualifying Permatex automotive repair kit product in California from March 27, 2009 through [insert date] that bore the unequivocal statement "MADE IN USA" on the product packaging, you are a Class Member and a proposed class action settlement ("Settlement") could affect your legal rights. You may be entitled to file a claim for a cash payment as part of this Settlement. This Notice is only a summary. You can obtain the full class action notice, which explains the Settlement and your rights under it, by visiting www.PermatexSettlement.com. Without admitting liability, Permatex agreed: (i) to make a payment of \$2.00, to every Class Member who does not opt out of the settlement and submits a valid Claim Form, (ii) to a permanent injunction against Permatex; and (iii) to pay costs related to sending notice and of processing and paying the claims under this settlement. Permatex also agrees to pay court-approved attorneys' fees and expenses (in an amount *not to exceed* \$350,000) and a class representative incentive award (in an amount *not to exceed* \$5,000).

HOW TO MAKE A CLAIM. If you are a Class Member and wish to receive a settlement payment, you must fill out and submit a valid Claim Form. Claim Forms can be obtained or *simply filled-out online* at the following website: www.PermatexSettlement.com. This must be done no later than _____, 2014.

FINAL JUDGMENT AND RELEASE OF ALL CLAIMS. If the Court approves the proposed settlement, it will enter a final judgment in the action on the merits as to all Class Members who do not request to be excluded from the Class. All Class Members who submit claims, and all Class Members who do not validly and timely request to be excluded from the proposed Settlement, shall be subject to a binding judgment. Such Class members will be forever barred from bringing their own lawsuits and shall be deemed to have released Permatex and its agents from all claims, causes of action or losses of whatever kind or nature that were asserted or could have been asserted in the lawsuit listed in this notice or that arise from that lawsuit.

NOTICE OF SETTLEMENT APPROVAL HEARING. The Honorable Timothy Taylor, of the Superior Court of California for the County of San Diego, will hold a hearing on _____, 2014 at _____ : _____ am/pm, in Department 72 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, California, 92101, to consider whether to grant final approval to the proposed Settlement and Class Counsel's request for attorneys' fees and costs, incentive awards to representative Plaintiff, and certain settlement administration expenses. You have the right to appear at the hearing, although you do not have to. You may comment on, or object to, the terms of the proposed settlement by _____, 2014. The full notice describes how to submit comments or objections.

TO EXCLUDE YOURSELF FROM THE SETTLEMENT. If you do not wish to participate in or be bound by the Settlement, you must exclude yourself as described in the full notice, by _____, 2014, or you will be barred from prosecuting any legal action against Permatex related to the settled claims. If you exclude yourself, you may NOT file a claim and you will not receive any compensation under the Settlement. To view the full notice or fill out a Claim Form, please visit www.PermatexSettlement.com.

PLEASE DO NOT CONTACT THE COURT WITH ANY QUESTIONS

Exhibit I

Exhibit I to Settlement Agreement in *Hofmann v. Permatex et al.*
Class Action Case No. 37-2013-00041164-CU-BT-CTL, San Diego Superior Court

,
Month __, 2014

Via U.S. Mail and Email

Mr. or Ms.
Retailer
[address]
[email address]

Re: *Hofmann v. Permatex et al.* Class Action Case
San Diego Superior Court, Case No. 37-2013-00041164-CU-BT-CTL
Notice of Class Action Settlement

Dear _____:

Permatex, a division of Illinois Tool Works Inc. (“Permatex”) has entered into a proposed settlement of a class action lawsuit against it. The lawsuit alleges that Permatex violated the law by designating its automotive repair kit products as “Made in USA.” Permatex denies these allegations. That being said, Permatex and plaintiff (individually and on behalf of the settlement class) agreed to settle the matter to avoid the uncertainty inherent in protracted litigation and to avoid the costs of continued litigation.

In addition to various forms of notice being provided to class members by the parties directly, Permatex also agreed to seek your company’s assistance in posting a summary notice of the settlement in the form of the enclosed Short-Form Notice on your company’s website or in its California stores for the duration of the Claims Period (this period is from _____ to _____). Permatex has not represented or guaranteed that your company will actually post any notice, and you are not under any legal obligation to do so.. We are enclosing a copy of the Short-Form Notice with both the paper and email copies of this letter.

Do not hesitate to contact me directly if you have any questions about the foregoing.

Very truly yours,

Insert Name

Permatex, a Division of Illinois Tool Works Inc.