

NOTICE OF PENDENCY OF CLASS ACTION AND SETTLEMENT

To: All persons who purchased an XHOSE in the United States from January 1, 2012 to December 29, 2015.

If you purchased an expandable hose called an “XHOSE,” you may be eligible for a payment or other relief from a class action settlement.

A court authorized this Notice. You are not being sued.

- Your rights may be affected by the proposed settlement (the “Settlement”) discussed in this court-authorized notice (the “Notice”). The Settlement resolves a class action lawsuit (the “Action”) relating to Defendants’ products called the XHose, XHose Pro, and XHose Pro Extreme (collectively the “Covered Products”). The Action is called *Bergman et al. v. DAP Products Inc. et al.*, and it is pending in the United States District Court for the District of Maryland, Court Case No. 14-cv-03205-RDB. The Action alleges that some of the advertisements for the Covered Products were false and misleading, that the Covered Products are defective, and that Defendants have breached express and implied warranties for the Covered Products. Defendants deny all allegations of wrongdoing and liability asserted in the Action. The Court has made no determination that any of the allegations are true, and has made no finding of liability or wrongdoing.
- This Notice is to inform you of the conditional certification of a class action for settlement purposes only (the “Settlement Class”), the nature of the claims at issue, your right to participate in or exclude yourself from the Settlement Class, and the effect of exercising your various options.
- The Settlement provides cash payments or an extended warranty to Settlement Class Members who submit valid and timely Claim Forms.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	This is the only way to receive a payment or an extended warranty. The last day for submitting a claim is August 29, 2016 .
EXCLUDE YOURSELF	Receive no monetary payment or extended warranty. This is the only option that allows you to file a lawsuit against Defendants about the Covered Products that asserts claims related to the allegations or claims in the Action. The exclusion deadline is June 20, 2016 .
OBJECT	Do not exclude yourself. Write to the Court and explain what you do not like about the Settlement. The objection deadline is June 20, 2016 .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement. Your notice of intention to appear at the Final Approval Hearing must be postmarked no later than June 20, 2016 .
DO NOTHING	Receive no monetary payment or extended warranty. Give up rights to be part of any other lawsuit about the Covered Products that asserts claims related to the allegations or claims in the Action, except for claims for personal injury.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice. Your legal rights may be affected based on your decision to act or not to act. Please read this Notice carefully.
- The United States District Court for the District of Maryland (the “Court”), which is in charge of this Action, still has to decide whether to grant final approval to the Settlement. Payments will be made if the Court grants final approval to the Settlement and after any appeals are resolved.

QUESTIONS? CALL 1-866-545-1007 OR GO TO WWW.XHOSECLASSSETTLEMENT.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
1. Why did the Court issue this Notice?	3
2. What is the lawsuit about?	3
3. Why is this a class action?	3
4. Why is there a Settlement?	3
WHO IS IN THE SETTLEMENT	3
5. How do I know if I am part of the Settlement?	4
6. I'm still not sure if I am included in the Settlement.	4
THE SETTLEMENT BENEFITS – WHAT YOU GET	4
7. What does the Settlement provide?	4
8. How can I make a claim and receive payment or an extended warranty?	5
9. What is the deadline for submitting a claim?	5
10. What am I giving up by participating in the Settlement?	5
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
11. What does it mean to request to be excluded from the Settlement Class?	6
12. How do I get out of the Settlement? (Excluding yourself.)	6
13. If I exclude myself, can I still get money from the Settlement?	6
14. If I don't exclude myself, can I sue later?	6
THE LAWYERS REPRESENTING YOU	6
15. Do I have a lawyer in the case?	6
16. How will the attorneys for the Settlement Class be paid?	7
OBJECTING TO THE SETTLEMENT	7
17. How do I tell the Court if I don't like the Settlement?	7
18. What's the difference between objecting and excluding myself from the Settlement?	7
THE COURT'S FAIRNESS HEARING/FINAL APPROVAL HEARING	7
19. When and where will the Court decide whether to approve the Settlement?	8
20. Do I have to come to the Final Approval Hearing?	8
21. May I speak at the Final Approval Hearing?	8
IF YOU DO NOTHING	8
22. What happens if I do nothing at all?	8
GETTING MORE INFORMATION	8
23. Are there more details about the Settlement?	8

BASIC INFORMATION

1. WHY DID THE COURT ISSUE THIS NOTICE?

You may have purchased one or more Covered Products. The Court authorized this Notice to inform you about the Action, the proposed Settlement of the Action, and that the Settlement may affect your legal rights and that you have several options.

2. WHAT IS THE LAWSUIT ABOUT?

The lawsuit was filed by nine Plaintiffs (identified below). The companies they are suing — DAP Products Inc. and National Express, Inc. — are the Defendants.

Plaintiffs brought this Action on behalf of themselves and all others who, from January 1, 2012 to December 29, 2015 (the “Class Period”), purchased one or more Covered Products in the United States. Plaintiffs alleged that some of the advertisements for the Covered Products were false and misleading, that the Covered Products are defective, and that Defendants have breached express and implied warranties that apply to the Covered Products. The Action seeks monetary damages, disgorgement of profits, injunctive relief, and attorneys’ fees and costs.

Defendants deny Plaintiffs’ claims and charges, deny that they have violated any laws, deny that the Covered Products are defective and believe that their advertising and marketing of the Covered Products have been truthful and not deceptive.

3. WHY IS THIS A CLASS ACTION?

In a class action, plaintiffs file a lawsuit on behalf of themselves and also seek to represent others who are similarly situated (i.e. who purchased the same defective product). At some point during the litigation of a class action, plaintiffs file a motion for class certification. If granted, the plaintiffs are appointed as class representatives and those with similar claims are class members. Thereafter, one court resolves all issues for all class members, except for those who timely exclude themselves from the class. Here, on March 22, 2016, Judge Richard D. Bennett preliminarily certified a Settlement Class and directed that this Notice be made available to all Settlement Class Members on the Settlement Website at www.XHoseClassSettlement.com or upon request to the Settlement Administrator. Judge Bennett also ordered various other forms of notice as provided on pages 11-13 in Section IV of the Settlement Agreement, which is available on the Settlement Website.

4. WHY IS THERE A SETTLEMENT?

Both sides agreed to the Settlement to avoid the cost and risk of ongoing litigation. That way, the cost and uncertainty of a trial is avoided, and any purchaser who is dissatisfied with the Covered Products and makes a claim will receive compensation. Even if Plaintiffs were successful in their litigation efforts, class action litigation can take many years to be finally resolved. The parties reached this agreement only after extensive arms’-length negotiations using a former federal judge as a mediator, an exchange of information, and consideration of the risks and benefits of settlement. The Settlement does not mean that Defendants violated any laws or engaged in any wrongdoing, nor does it mean that Plaintiffs would prevail if the case went to trial. The Court will decide whether to grant final approval to the Settlement, but it will not decide in favor of Plaintiffs or Defendants. Both sides agreed to this Settlement, which they believe is a fair, reasonable, and adequate compromise of their respective positions.

WHO IS IN THE SETTLEMENT

To see if you are affected or if you can receive benefits under the Settlement, you first have to determine whether you are a Settlement Class Member.

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

On March 22, 2016, the Court preliminarily certified a Settlement Class defined as follows: “All persons who purchased Covered Products in the United States, its territories, or at any United States military facility or exchange from January 1, 2012 through December 29, 2015.” The only exclusions from this definition are: all persons who validly opt out of the Settlement Class in a timely manner; counsel of record (and their respective law firms) for the Plaintiffs and Defendants; Defendants and any of their parents, affiliates, and subsidiaries and all of their respective employees, officers, and directors; and the presiding judge in the Action, and all of the judge’s immediate family and judicial staff.

6. I’M STILL NOT SURE IF I AM INCLUDED IN THE SETTLEMENT.

If you are still not sure whether you are included in the Settlement Class, you can go to www.XHoseClassSettlement.com, or you can call 1-866-545-1007, and ask for free help.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Summary: If the Court grants final approval to the proposed Settlement, it will provide cash payments and other relief to the Settlement Class. In return for the relief described below, the Settlement Class Members release their rights to pursue any claims arising from or related to the allegations that were or could have been raised in the Action against Defendants or others involved in marketing or selling the Covered Products. The central provisions of the Settlement are as follows:

A. Class Relief – Monetary Payments or an Extended Warranty.

All Class Members seeking compensation will need to complete a Claim Form and provide requested information including the name of the retailer from which they purchased the Covered Product, the date of the purchase, and the particular product they purchased.

1. Class Relief for Direct Purchasers.

Direct Purchasers are persons who purchased a Covered Product directly from the website at www.xhose.com or www.xhose.com/pro or by calling a toll free number in response to a television advertisement. Direct Purchasers may make a claim for one of the following:

- (a) If the replacement warranty they received was for less than 270 days and the warranty has not already expired, then they may choose to have it extended so that the total replacement warranty period is 270 days from the date of purchase.
- (b) If they are dissatisfied with the Covered Product they purchased and no longer possess it, then they may receive \$15.00 for each purchase transaction, for up to a maximum of three purchase transactions (or \$45.00) per person.
- (c) If they return the male and female hose end fittings of the Covered Product they purchased to the Settlement Class Administrator, they may receive \$30.00 for each purchase transaction, for up to a maximum of three purchase transactions (or \$90.00) per person. In cases where a Direct Purchaser purchased a Covered Product through a “buy one get one” offer and received a second Covered Product by only paying additional shipping and handling, they will receive an additional \$4.00 if they also return the male and female hose end fittings for the second product, for a total of \$34.00 for that purchase transaction.

2. Class Relief for Non-Direct Purchasers.

A Non-Direct Purchaser is someone who purchased a Covered Product in the United States from a retail store or from a website other than www.xhose.com or www.xhose.com/pro. Non-Direct Purchasers may make a

claim for one of the following:

- (a) If they are dissatisfied with a Covered Product they purchased, then they will have to complete a Claim Form in order to be eligible to receive a payment of \$8.00, with a limit of one payment per person. On the Claim Form, they will need to identify the color of the Covered Product they purchased and the retailer from which they purchased it.
- (b) If they return the male and female hose end fittings of the Covered Product they purchased to the Settlement Class Administrator, they may receive \$30.00 for each purchase transaction, for up to a maximum of three purchase transactions (or \$90.00) per person.

B. Defendants to Pay the Costs of Notice and to Administer the Settlement.

In addition to the above relief, Defendants will pay for the costs of providing Notice and administering the Settlement, including all costs billed by the Settlement Administrator.

8. HOW CAN I MAKE A CLAIM AND RECEIVE PAYMENT OR AN EXTENDED WARRANTY?

To request compensation, you must complete and submit a Claim Form, and, if you are seeking a payment of \$30.00 for each Covered Product you return, you must also return the ends of the Covered Product.

You have two options for submitting a Claim Form:

(i) You may complete the Claim Form and mail it to the Settlement Administrator at XHose Class Settlement, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091; or

(ii) You may complete the Claim Form online by going to www.XHoseClassSettlement.com.

To receive a Claim Form, you can contact the Settlement Administrator by telephone at 1-866-545-1007, or by mail at XHose Class Settlement, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091, or you may download it from the settlement website at www.XHoseClassSettlement.com.

If you are returning the male and female hose end fittings of an XHOSE, you may (a) download a prepaid postage label from www.XHoseClassSettlement.com, OR (b) a \$6.00 check will be mailed to you after the Settlement Administrator receives the male and female hose end fittings to reimburse you for the approximate postage. Male and female hose end fittings should be mailed to **XHose Class Settlement, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091**.

Checks will be mailed to Settlement Class Members who submit valid and timely Claim Forms, after the Court grants “final approval” of the Settlement, and after the time for appeals has ended, or if an appeal is timely filed, after any appeals have been resolved.

9. WHAT IS THE DEADLINE FOR SUBMITTING A CLAIM?

The last day for submitting a claim is **August 29, 2016**. Please read the instructions carefully, fill out the Claim Form, and either submit it online at www.XHoseClassSettlement.com or mail it postmarked no later than this deadline.

10. WHAT AM I GIVING UP BY PARTICIPATING IN THE SETTLEMENT?

Unless you exclude yourself from the Settlement Class, you will give up the right to sue Defendants and all others involved in marketing and selling the Covered Products for the claims and allegations that this Settlement resolves. Final approval of the proposed Settlement will result in you releasing and waiving any and all claims arising from, including, or otherwise relating to the claims and factual allegations that were or could have been raised in the Action, including claims that advertisements for the Covered Products were false and misleading, that the Covered Products are defective, and for breach of express and implied warranties for the Covered Products. By participating in the Settlement, however, you will not be releasing any claims that you may have for physical injury arising from use of the Covered Products. This release will be effective whether the matters released are known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, or developed or undeveloped.

The complete Settlement Agreement is available at www.XHoseClassSettlement.com and describes the released claims with more specificity at pages 10-11, Section III.D. You can talk to the Settlement Administrator or one of the Class Counsel attorneys listed below if you have questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. WHAT DOES IT MEAN TO REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS?

If you do not want a payment or extended warranty from the Settlement, and you want to keep your right to sue Defendants or others involved in marketing or selling the Covered Products regarding one or more Covered Product(s) that you purchased, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or “opting out” of the Settlement Class. If you exclude yourself, you will not receive any payment or anything else from the Settlement.

12. HOW DO I GET OUT OF THE SETTLEMENT? (EXCLUDING YOURSELF.)

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to be excluded from *Bergman et al. v. DAP Products Inc. et al.* Be sure to include your name, address, telephone number and your signature. You cannot exclude yourself on the telephone or by email. You must mail your Request for Exclusion, **postmarked no later than June 20, 2016**, to:

XHose Class Settlement
EXCLUSIONS
c/o A.B. Data, Ltd.
P.O. Box 170300
Milwaukee, WI 53217-8091

13. IF I EXCLUDE MYSELF, CAN I STILL GET MONEY FROM THE SETTLEMENT?

No. If you exclude yourself or fail to submit a valid and timely Claim Form, you will not receive money or any other benefits and cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. But you may be able to sue Defendants or others involved in marketing and selling the Covered Products in the future.

14. IF I DON'T EXCLUDE MYSELF, CAN I SUE LATER?

No. Unless you exclude yourself, you give up the right to sue Defendants and all others involved in marketing and selling the Covered Products for the claims that this Settlement resolves. You must exclude yourself from this Settlement Class to be able to bring your own, separate lawsuit against Defendants regarding the Covered Products. Remember, the exclusion deadline is **June 20, 2016**.

THE LAWYERS REPRESENTING YOU

15. DO I HAVE A LAWYER IN THE CASE?

The Court has designated the following lawyers and law firms below to represent you as Lead Class Counsel:

Joseph G. Sauder; Chemicles & Tikellis LLP; One Haverford Centre; 361 West Lancaster Ave.; Haverford, PA 19041; Telephone: 610-642-8500; and

Bryan L. Clobes; Cafferty Clobes Meriwether & Sprengel LLP; 1101 Market Street, Suite 2650; Philadelphia, PA 19107; Telephone: 215-864-2800

You will not be charged for the above lawyers who represent the entire Settlement Class. You also have a right to obtain your own attorney separate from Lead Class Counsel. If you want to be represented by your own attorney, you may hire one at your own expense.

16. HOW WILL THE ATTORNEYS FOR THE SETTLEMENT CLASS BE PAID?

Like all class action settlements, the amount of attorney's fee and costs paid to Class Counsel is subject to Court approval. Class Counsel will ask the Court to award attorneys' fees, costs and expenses of \$1,100,000.00 (one million one hundred thousand dollars), and also for a payment of \$2,000.00 (two thousand dollars) to each Class Representative for their service. Defendants have agreed not to oppose these requests for fees and expenses or payments to the Class Representatives. Defendants will separately pay the fees and expenses that the Court awards. These payments will not affect the amounts paid to Settlement Class Members. Class Counsel has agreed to file a motion for attorney's fees, costs, and incentive awards to be heard at the Final Approval Hearing.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views in determining whether to grant final approval to the Settlement.

To object, you must provide a written objection to the Settlement, stating that you object to the Settlement in the matter of *Bergman et al. v. DAP Products Inc., et al.*, Maryland District Court Case No. 14-cv-03205-RDB. Be sure to include your name, address, telephone number, your signature, the reasons you object to the Settlement, and all documents that you want the Court to consider. The requirements and procedures for filing an objection are set forth in detail on pages 14-16 in Section VI.A. of the Settlement Agreement, which is available on the Settlement website at www.XHoseClassSettlement.com or by calling 1-866-545-1007. If you want to object, you should carefully read these procedures. Failure to comply with these procedures may result in the Court not considering your written objection.

Mail any objection to each of the three different places listed below postmarked no later than **June 20, 2016**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court United States District Court District of Maryland 101 West Lombard Street Baltimore, MD 21201	Joseph G. Sauder Chimicles & Tikellis LLP One Haverford Centre 361 West Lancaster Ave. Haverford, PA 19041 Bryan L. Clobes Cafferty Clobes Meriwether & Sprengel LLP 1101 Market St., Suite 2650 Philadelphia, PA 19107	Howard A. Slavitt Coblentz Patch Duffy & Bass LLP One Montgomery Street, Suite 3000 San Francisco, CA 94104

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class.

In contrast, excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Action no longer affects you.

THE COURT'S FAIRNESS HEARING/FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to finally approve the Settlement. This is called the Fairness Hearing or Final Approval Hearing. You may attend and you may ask to speak, but this is not required.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at 10:00 a.m. (EST) on July 28, 2016 in Courtroom 5-D, at 101 W. Lombard Street, Baltimore, MD 21201 of the United States District Court for the District of Maryland. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge will listen to people who have asked to speak at the hearing and complied with the procedures for doing so. (These procedures are summarized in Question 21, below, and set forth fully in page 16, Sections VI.A, 7 and 8, of the Settlement Agreement.) After the hearing, the Court will decide whether to approve the Settlement. The Court will also decide how much Class Counsel are entitled to recover from Defendants in attorneys' fees, costs and expenses for representing the Settlement Class Members and whether to award incentive payments to the Class Representatives. We do not know how long these decisions will take.

It is possible that the Final Approval Hearing may be moved to a different date or time without additional notice to you, so it is a good idea to regularly check www.XHoseClassSettlement.com if you plan on attending or speaking at the hearing.

20. DO I HAVE TO COME TO THE FINAL APPROVAL HEARING?

No. Lead Class Counsel will answer questions that the judge may have. You are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not a requirement.

21. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Clerk of the Court and serve upon Lead Class Counsel and Defendants' Counsel (at the addresses listed above in Question 17), a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear"). Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **June 20, 2016**. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you intend to present to the Court in connection with the Final Approval Hearing.

IF YOU DO NOTHING

22. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, and the Court approves the Settlement, you will be bound by its terms. Unless you exclude yourself, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against Defendants or any others involved in marketing and selling the Covered Products concerning or relating to the claims and factual allegations that were or could have been raised in the Action. The complete Settlement Agreement is available at www.XHoseClassSettlement.com and more specifically describes the released claims at pages 10-11, Section III.D.

As long as you do not request exclusion from the Settlement Class, you may be entitled to a payment or an extended warranty as described on pages 7-8 in Section III.B of the Settlement Agreement, if you properly submit a Claim Form. **You must complete and submit a Claim Form postmarked no later than August 29, 2016, or your claim will not be considered and will be rejected.**

GETTING MORE INFORMATION

23. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.XHoseClassSettlement.com, by writing to the Settlement Administrator at XHose Class Settlement, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091, or by calling 1-866-545-1007. By visiting the website at www.XHoseClassSettlement.com or calling the number listed above, you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment or other consideration.