

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

**If You purchased Chinese-made laminate flooring (“Subject Products”) sold by
Eternity Flooring between January 1, 2012 and December 31, 2016,
You May Qualify to Receive Benefits from a Class Action Settlement**

A Superior Court authorized this notice. This is not a solicitation.

- A proposed Settlement has been reached in two class action lawsuits involving Subject Products sold by Eternity Flooring between January 1, 2012 and December 31, 2016 (please see question 5 below). This settlement does not constitute an admission of liability by the Company of any fault or liability. The parties have agreed to settle these matters to avoid the expense and uncertainty of litigation.
- You may be included in one of two Settlement subclasses if you are a purchaser of Subject Products and submit a Claim Form as explained below.
- The Settlement will provide eligible class members all or some of their purchase price back in cash or a voucher which can be used at Eternity Flooring. The total value of the Settlement is \$2,000,000, consisting of \$1,000,000 in cash and up to \$1,000,000 in vouchers. In addition to repaying class members, the cash portion will be used to pay attorneys’ fees, costs, expenses and incentive awards to class representatives who were involved in litigating the lawsuits, and the costs to administer the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	<p style="text-align:center"><u>This is the only way to receive benefits under the Settlement.</u></p> <p>You may submit a claim form online at www.ChineseLaminateSettlement.com. A downloadable version is also available on the website. Claims must be submitted no later than April 16, 2020</p>
EXCLUDE YOURSELF	<p>If you opt out or exclude yourself, you will not receive any benefits from the Settlement, but you will keep any rights you currently have to separately sue the Defendant for the claims that are the subject of this lawsuit. The deadline to exclude yourself is April 16, 2020. See question 16 for the requirements to exclude yourself.</p>
OBJECT TO THE SETTLEMENT	<p>You may write to the Court and all counsel explaining why you object to the Settlement. Any objection must be filed with the Court no later than April 16, 2020. See questions 15 and 16 below for additional requirements.</p>
GO TO THE HEARING	<p>If you do not exclude yourself, you may ask to speak in Court about the Settlement. The Final Approval Hearing is scheduled for May 18, 2020 at 10:00 a.m. You must file an objection to speak at the hearing. See question 20 below.</p>
DO NOTHING AT ALL	<p>If you do nothing, you will not receive benefits from the Settlement and you will give up any rights you currently have as specified in the Settlement Agreement to separately sue the Defendant for the claims being resolved by the Settlement.</p>

Your rights and options – **and the deadlines to exercise them** – are explained in this Notice.

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BASIC INFORMATION

1. What is this Notice about?

This Notice is to inform you about the Settlement of lawsuits that may affect your rights, before the Court decides whether to approve the Settlement as final.

The lawsuits are called *Christopher Santiago, Julia Santiago, and Tim Tagle, et al. vs. Eternity Floors d/b/a L.A. Hardwood Flooring, Inc., a California Corporation; et al.*, Case No. BC644600, and *Yvette Thor, et al. vs. L.A. Hardwood Flooring, Inc., a California Corporation, d/b/a Eternity Floors; et al.*, Case No. BC685349. The Superior Court of Los Angeles County is overseeing both lawsuits. The people who filed the lawsuits are called Plaintiffs, the company and individuals they sued are called the Defendants.

2. What is the lawsuit about?

Both lawsuits allege that formaldehyde emissions from Chinese-manufactured laminate flooring sold by Eternity Flooring were in violation of the Airborne Toxic Control Measure found in the California Code of Regulations by the California Air Resources Board. In addition, the Plaintiffs allege that the same flooring does not meet the industry standards for durability and scratch-resistance, making the flooring less durable than advertised.

Defendant admits no fault or liability and expressly denies any fault or liability in connection with these claims.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

WHO IS INCLUDED

4. How do I know if I am included in the Settlement Class?

You may be included in the Settlement Class if you are a person in the United States who purchased Subject Products (Chinese-manufactured laminate flooring) from Eternity Flooring or any of its retail distributors between January 1, 2012 and December 31, 2016.

The Settlement Class does not include: (1) Defendant, (2) all present and former affiliates and/or officers or directors of Defendant, (3) the Judge of this Court, the Judge’s family and staff, (4) all individuals who have already entered a Release and Settlement Agreement with Eternity Flooring related to their purchase of the Chinese-made laminate flooring product during the Class Period, and (5) all persons who timely request to be excluded from the Settlement Class in accordance with the provisions of the Notice.

5. What Products are included (called the “Subject Products”)?

All Chinese-made laminate flooring manufactured and sold by Eternity Flooring from January 1, 2012 to December 31, 2016 (“Subject Products”).

THE SETTLEMENT’S BENEFITS

6. What does the Settlement provide?

Settlement Fund

The Settlement will provide a total of \$2,000,000 composed of \$1,000,000 in cash and up to \$1,000,000 in Store-credit Vouchers. In addition to repaying Class Members, the cash portion will be used to pay attorneys’ fees, costs,

expenses and incentive awards to class representatives who were involved in the litigating of the lawsuits, and the costs to administer the settlement.

More details are in the Settlement Agreement, which is available at www.ChineseLaminateSettlement.com.

7. What can I get?

The Settlement will consist of two subclasses of Class Members: “Verified Purchasers” and “Other Purchasers”.

Verified Purchaser:

Verified Purchasers are Class Members who can provide Proof of Purchase, such as an invoice, sales receipt or other writing generated by Eternity Flooring or one of their retail distributors evidencing that the Class Member purchased the Subject Products distributed by the Defendant during the Class Period.

Verified Purchasers may elect to receive either a cash benefit or a Store credit Voucher equal to their verified Original Purchase Price.

Other Purchasers:

Other Purchasers are Class Members who cannot provide Proof of Purchase such as an invoice, sales receipt or other writing generated by Eternity Flooring or one of their retail distributors evidencing that the Class Member purchased the Subject Products distributed by the Defendant during the Class Period but who can provide the following: the name of the retail store and date when they purchased the Subject Products, proof of payment to that retailer store and a photograph(s) of the Subject Product

Other Purchasers shall only be entitled to receive either a cash benefit or, a Store credit Voucher, either totaling 50% of their verified Original Purchase Price for the Subject Products.

Cash or store-credit voucher awards will be allocated based on the Original Purchase price and on a *pro rata* basis: this means that the final amount each participant receives will not be known until all class members have decided if they will participate in the settlement, and after they have selected the cash award or a store-credit voucher award. If the settlement benefits are not exhausted after all claims, administrative fees, service awards, and attorneys’ fees are paid, Verified Purchasers and Other Purchasers may receive additional benefits. Verified Purchasers who select cash may receive up to 200% of their Original Purchase Price, while Other Purchasers who select cash may receive up to 100% of their Original Purchase Price. If the total value of store-credit vouchers is less than \$300,000, then Verified Purchasers who select store-credit vouchers may receive up to 250% of their Original Purchase Price and Other Purchasers who select store-credit vouchers may receive up to 100% of their Original Purchase Price. Verified Purchasers who select cash must cash their checks within 180 days from the date of issuance of the check.

In the event the entire \$1,000,000 of Store credit Vouchers is not paid out to Class Members, the remaining balance of Store credit Vouchers shall revert back to the Defendant.

HOW TO GET BENEFITS

8. How do I make a claim?

Any Settlement Class Member who wishes to make a claim under the terms of the Settlement Agreement may visit the Settlement website at www.ChineseLaminateSettlement.com to complete a claim form online or to download a copy and return by mail or email. Class Members are limited to one Claim per household, but if multiple purchases were made, the total purchase price of all purchases of the Subject Products will be credited pursuant to the same requirements set forth above.

9. When may I make a claim?

Claims may be submitted at any time through the Claim Deadline of **April 16, 2020** by visiting the Settlement website at www.ChineseLaminateSettlement.com or you can send your completed claim form to:

Eternity Flooring Products Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

“Claim Deadline” means the date by which all Claim Forms must be postmarked or received by the Settlement Administrator to be considered timely. The claim deadline is **April 16, 2020** if filed online; or if mailed to the Settlement Administrator, the Claim must be postmarked **by April 16, 2020**.

When you submit a Claim, you agree to cooperate to provide such other information as is reasonably needed to evaluate the Claim and efficiently determine whether the Claim qualifies for the settlement benefits. More details are available in the Settlement Agreement, which is available at www.ChineseLaminateSettlement.com.

REMAIN IN THE SETTLEMENT CLASS

10. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself (*i.e.*, opt out of the Settlement), you will give up your right to sue the Defendant for the claims in these two cases set forth in the Settlement Agreement. You also will be bound by any decisions by the Court relating to the lawsuit and Settlement.

In return for providing the Settlement benefits, the Defendant will be released from certain claims relating to the facts underlying this lawsuit. The Release contained in the Settlement Agreement states as follows:

“Effective upon the Effective Date, Plaintiffs, for and on behalf of themselves, and every member of the Settlement Classes, including each of their respective heirs and assigns (“Releasing Parties”), hereby release, hold harmless, forever discharge Defendants and the Released Parties, and shall forever be enjoined from prosecuting against Defendants and the Released Parties any and all claims asserted, or which could have been asserted, in the Complaints, which include but are not limited to the causes of action stated therein for (1) breach of implied warranties; (2) violation of the Song-Beverly Consumer Warranty Act; (3) Fraudulent Concealment; (4) Negligent Misrepresentation; (5) violation of the Magnuson-Moss Warranty Act; (6) violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.*; (7) violation of California's False Advertising Law, Bus. & Prof. Code § 17500, *et seq.*; (8) violation of California's Consumer Legal Remedies Act, Civil Code § 1750, *et seq.*; and (9) violation of Nevada's Deceptive Trade Practices Act, NRS § 41.600 and § 598.0915, *et seq.* and any other matter whatsoever related directly or indirectly to: 1) the Plaintiffs’ and Class Members’ purchase and use of the Subject Products distributed by Defendant during the Class Period ; 2) the manufacture, sale, distribution, labeling, marketing or advertising of the Subject Products sold by Defendant during the Class Period; 3) Defendant’s compliance with state or federal labeling laws and regulations related to the Subject Products sold by Defendant during the Class Period; and/or 4) any claim by Plaintiffs of any nature related to the Subject Products sold or distributed by Defendant during the Class Period, and additionally, only the named Plaintiffs' claims for personal injuries as set forth in paragraph 56 of the First Amended Complaint (hereinafter the “Released Claims”).

The Released Claims, however, shall not include any claims to enforce the Settlement Agreement or the request of Class Counsel for fees and costs/expenses and expenses related to this Settlement Agreement (all said amounts to come from the Settlement Fund). All Parties shall bear their own expense to enforce the Settlement Agreement.

“Releasing Parties” shall include Plaintiffs, for and on behalf of themselves, every Class Member and each of their respective heirs and assigns.

CALL TOLL FREE 1-855-668-7649 OR VISIT www.ChineseLaminateSettlement.com

IMPORTANT DOCUMENT – DO NOT DISCARD

The “Released Parties” shall mean Defendant as defined in Section 1. (n) above.

In agreeing to the foregoing waiver, the Releasing Parties expressly acknowledge and understand that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the subject matter of the claims released herein, but expressly agree that they have taken these possibilities into account in electing to participate in this release, and that the release given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly waive their rights to and assume the risk.

As of the Effective Date, by operation of the entry of the Final Approval Order and Judgment, each Class Member who does not file a valid Request for Exclusion, automatically, upon entry of the Final Approval Order and Judgment, shall be held to have fully released, waived, relinquished, and discharged the Released Parties from the Released Claims, to the fullest extent permitted by law, and shall be enjoined from continuing, instituting, or prosecuting any legal proceeding against the Released Parties relating in any way whatsoever to the Released Claims.

The Releasing Parties, on behalf of themselves and their respective assigns, agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Released Claims.”

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS

11. How do I get out of the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a written Request for Exclusion to the Settlement Administrator. If you exclude yourself, you will not be entitled to share in the benefits of the Settlement.

Your Request for Exclusion must be submitted via U.S. Mail, Postage paid, and postmarked no later than **April 16, 2020** and mailed to:

Eternity Flooring Products Settlement
Attn: Exclusions
P.O. Box 58220
1500 John F. Kennedy Blvd, Suite C31
Philadelphia, PA 19102

12. If I don’t exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you will remain in the Settlement Class and give up any right to separately sue the Defendant for the claims covered by the Settlement if the settlement is approved.

13. If I exclude myself, can I still get benefits from the Settlement?

No. If you exclude yourself, you may not make a claim under the Settlement and you will not be eligible to receive compensation from the Settlement.

OBJECT TO THE SETTLEMENT

14. How do I object to the Settlement?

If you are a Class Member and disagree with any aspect of the Settlement which applies to you, you may object to the Settlement. Class Members who choose to object to the Settlement must serve written notices of intent to object with the Administrator and electronically serve copies of any such objection to Counsel for the Parties by email. Your written notice of intent to the Court must:

- Contain a caption that includes the case name and the case number as follows: *Christopher Santiago, et al. v. Eternity Floors, et al.*, LASC Case No. BC644600, and related action *Thor v. L.A. Hardwood Flooring, Inc., et al.*, LASC Case No. BC685349;
- Your name, mailing address, email address, telephone number, signature and the name of your individual counsel, if any;
- Provide a valid proof of membership in one of the Settlement Classes, or both;
- File a written letter or brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection with the Los Angeles Superior Court not later than thirty (30) days prior to the Final Approval and Fairness Hearing;
- Be served contemporaneously by email on Class Counsel and Counsel for Defendant.
- Contain the number of class action settlements objected to by the Class Member in the last three years;
- State whether the objecting Class Member intends to appear at the Final Approval and Fairness Hearing, either in person or through counsel.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Class Members represented by your counsel; and (2) the number of such represented Class Members who have opted out of the Settlement Class.

Any comment or objection to the Settlement must be mailed to the Administrator and sent by email upon Class Counsel and Defendant’s Counsel no later than **April 16, 2020** to the following addresses:

ADMINISTRATOR	CLASS COUNSEL	DEFENDANT’S COUNSEL
Eternity Flooring Products Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103	Arobertson@arobertsonlaw.com Dan@wbmlp.com Pat@wbmlp.com	Dpalumbo@palumbolawyers.com Rnetzah@netshemlaw.com

15. What is the difference between excluding myself and objecting?

If you exclude yourself from the Settlement Class, you are telling the Court that you don’t want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement. Objecting to the Settlement simply means telling the Court that you don’t like something about the Settlement. Objecting does not disqualify you from making a claim; nor does it make you ineligible to receive Settlement benefits.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer representing me?

Yes. The Court has appointed the following law firms as Class Counsel to represent you and all other members of the Settlement Class: Robertson & Associates, LLP and Whitfield, Bryson & Mason, LLP.

If you have any questions about the Settlement, you can talk to Class Counsel, or you can hire your own lawyer at your own expense.

17. How will the lawyers be paid?

Class Counsel may seek an award of attorneys' fees of up to 33.33% of the Settlement Fund, or \$666,660, and \$67,315.90 for actual costs and expenses, together with the cost of Notice and administrative costs (not to exceed \$100,000), to be paid from the Settlement Fund.

Additionally, subject to approval by the Court, four (4) Plaintiffs will receive an additional Service Award for their service as named Plaintiffs in the Class Action in the amount of \$5,000 each (total \$20,000) to be paid from the Settlement Fund.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **May 18, 2020, at 10:00 a.m.**, at the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse, Department 11, 312 N. Spring Street, Los Angeles, CA 90012.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to grant final approval to the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense.

20. May I speak at the hearing?

You may appear at the Final Approval and Fairness Hearing, in person or by counsel, and be heard to the extent permitted under applicable law and allowed by the Court. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

GET MORE INFORMATION

21. Where can I get more information?

To see a copy of the Settlement, the Court's Preliminary Approval Order, and other important documents, filed in this Action, please visit the Settlement website located at: www.ChineseLaminateSettlement.com. Alternatively, you may call 1-855-668-7649 or contact the Settlement Administrator at the email address info@ChineseLaminateSettlement.com. Lastly, you can write to the settlement administrator at:

Eternity Flooring Products
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at Spring Street Courthouse 312 N. Spring Street, Los Angeles, CA 90012.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE