

**If you own or previously owned a Rheem Water Heater, or a home or other structure where one was installed, you may be eligible for benefits.**

***West v. Rheem Manufacturing Company, and Melet Plastics, Inc.***  
**United States District Court, Central District of California**  
**Case No. 2:24-cv-09686-CAS-MAAx**

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Rheem Manufacturing Company (“Rheem”) and Melet Plastics, Inc., (“Melet,” and together with Rheem, “Defendants”) alleging Defendants are liable for damages related to their round poly drain valve sold independently and as a part of water heaters provided, manufactured, and sold by Defendants.
- You are a “Class Member” if you own or have owned Class Products and/or own or have owned a home or another structure physically located in the United States in which the Class Products are or were installed.
- The Settlement provides benefits to Class Members, including an automatic parts-only warranty extension without filing a claim. Class Members may also receive monetary reimbursement for Documented Losses up to \$1,500 and, depending on the claim, additional relief such as a Replacement Brass Drain Valve or a one-year warranty extension that covers both parts and labor.

**This Notice may affect your rights. Please read it carefully.**

| <b>Your Legal Rights and Options</b> |   | <b>Deadline</b>   |
|--------------------------------------|---|-------------------|
| <b>DO NOTHING</b>                    | You will receive the Two-Year Parts-Only Warranty Extension but no payment, and you will give up your right to sue Defendants over the claims resolved in the Settlement. You will remain a Class Member and bound by the Settlement if the Court approves it.  | No Deadline       |
| <b>SUBMIT A CLAIM FORM</b>           | The only way to receive a Documented Loss Payment and/or Replacement Brass Drain Valve or a One-Year Elective Parts-and-Labor Warranty Extension is to submit a claim form. Claims must be submitted by March 20, 2026.   | March 20, 2026    |
| <b>EXCLUDE YOURSELF (OPT OUT)</b>    | If you ask to be excluded, you will not receive any benefit, but you may be able to file your own lawsuit against Defendants for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendants for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline. | February 20, 2026 |
| <b>OBJECT</b>                        | If you do not exclude yourself from the Settlement Class, you may submit an objection, telling the Court why you believe the settlement does not warrant final approval. If your objection is overruled, you will be bound by the Settlement.   | February 20, 2026 |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court overseeing this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards, and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Christina A. Snyder of the United States District Court, Central District of California is overseeing this class action. The case is known as *Vanessa West v. Rheem Manufacturing Company and Melet Plastics, Inc.*, Case No. 2:24-cv-09686-CAS-MAAx (the “Action”). The individual who filed this lawsuit is referred to as the “Plaintiff” or “Class Representative,” and the entities sued, Rheem Manufacturing Company and Melet Plastics, Inc. are referred to as “Defendants.”

### 2. What is this lawsuit about?

The Action alleges Defendants are liable for damages related to their round poly drain valve sold independently and as a part of water heaters provided, manufactured, and sold by Defendants between 2019 and 2023.

Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendants deny all other claims made in the Action. By entering into the Settlement, Defendants are not admitting any wrongdoing.

### 3. Why is the lawsuit a class action?

In a class action, the Class Representative sues on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

### 4. Why is there a Settlement?

Plaintiff and Defendants do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiff’s or Defendants’ favor. Instead, Plaintiff and Defendants agreed to settle the Action. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendants.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you own or have owned Class Products and/or own or have owned homes or other structures physically located in the United States in which the Class Products are or were installed.

Class Products means round poly drain valves with Part Nos. AP12159A, AP12159B, AP12159C, AP12159D, AP12159E, AP12159F, AP12159G, AP12159H, AP12159J, AP12159K, AP14830A, AP14830B, AP14830C, AP14830D, AP14830E, AP14830F, AP14830G, AP16800A, AP16800B, AP16800C, AP16800D, AP16800E, AP16800F, AP16800G, AP16838A, AP16838B, AP16838C, AP16838D, AP16838E, AP16838F, AP16838G, SP12159A, SP12159B, SP12159C, SP12159D, SP12159E, SP12159F, SP12159G, SP12159H, SP12159J, SP12159K, SP14830A, SP14830B, SP14830C, SP14830D, SP14830E, SP14830F, SP14830G, SP16800A, SP16800B, SP16800C, SP16800D, SP16800E, SP16800F, SP16800G, SP16838A, SP16838B, SP16838C,

#### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are Defendants and its officers and directors, any judges assigned to this case and members of their staff and family, and Class Members who submit a valid Request for Exclusion.

#### 7. What if I am not sure whether I am part of the Settlement?

If you are not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com), call the Settlement Administrator's toll-free number at 1-888-271-1105, or email [RheemDrainValveSettlement@cptgroup.com](mailto:RheemDrainValveSettlement@cptgroup.com).

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 8. What does the Settlement provide?

The Settlement provides (a) reimbursement of up to \$1,500 for Documented Losses and (b) a Two-Year Automatic Parts-Only Warranty Extension (without the need to submit a claim), OR a One-Year Elective Parts-and-Labor Warranty Extension, OR a Replacement Brass Drain Valve.

By submitting a valid and timely claim for one or more benefits using the Claim Form, you are eligible to receive one or more of the benefits as follows:

**Documented Loss Reimbursement:** All Settlement Class Members may claim reimbursement for documented losses related to their use, installation, or ownership of the Class Products, even if they choose extended warranty or replacement benefits.

Valid Claims must include sufficient documentation such as dated receipts, invoices, technician reports, and/or other records demonstrating both the amount incurred and the connection to the Class Product(s).

Each Settlement Class Member may recover up to \$1,500 for Valid Claims, subject to a total aggregate cap of \$500,000 across all Documented Loss reimbursements. If valid claims exceed \$500,000, payments will be reduced proportionally.

#### **Extended Warranty and Replacement Benefits:**

- (a) **Two-Year Automatic Parts-Only Warranty Extension:** All Settlement Class Members, regardless of whether they submit a claim of any kind, will automatically receive an extension to the warranty coverage for the Class Product(s), as follows: A two-year extension of Settlement Class Members' current (as of the Effective Date of this Settlement) warranty coverage for parts (materials and workmanship) only, consistent with existing warranty terms that apply (excluding any coverage for labor), covering the Class Products; this extended term applies only to the Class Products themselves, not any other aspect of Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. If the original Class Product/parts warranty has expired for any Settlement Class Member as of the Effective Date of this Settlement, that/those Settlement Class Member(s) shall receive a new two-year parts-only warranty on their Class Product(s), said warranty(ies) to commence as of the Effective Date of this Settlement; this additional warranty term applies only to the Class Products themselves, not any other aspect of the Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. The Two-Year Automatic Parts-Only Warranty Extension does not cover any labor expenses for service, repairs, reinstallation, permits, removal, or disposal of the failed water heater or parts.
- (b) **One-Year Elective Parts-and-Labor Warranty Extension:** Instead of the Two-Year Automatic Parts-Only Warranty Extension or Replacement Brass Drain Valve Election, you may submit a claim to elect a One-Year Elective Warranty Extension for parts (materials and workmanship) and labor costs

associated with the Class Products and their replacement or repair, consistent with existing warranty terms; this optional warranty applies only to the Class Products themselves, not any other aspect of Settlement Class Members' water heaters or issues or defects other than those related to the Class Products. This option shall be available to the first 100,000 Settlement Class Members who submit a Valid Claim electing it and, after this 100,000 ceiling is reached, all remaining Settlement Class Members will be eligible only for the Two-Year Automatic Parts-Only Warranty Extension. For those who choose this option, the One-Year Elective Warranty Extension shall start immediately upon the Effective Date; or, for those Settlement Class Members whose existing warranty coverage still covers parts and labor, the One-Year Elective Warranty Extension shall start immediately after the expiration of that current parts-and-labor warranty, following the Effective Date.

- (c) **Replacement Brass Drain Valve Election:** Instead of the Two-Year Automatic Parts-Only Warranty Extension or One-Year Elective Parts-and-Labor Warranty Extension (i.e., for parts and labor), you may submit a claim for the replacement of your Class Product(s) with a new brass drain valve. Each Settlement Class Member may receive one Replacement Brass Drain Valve, regardless of the number of Class Products that Class Member has or had. This option shall be available to the first 20,000 Settlement Class Members who submit a Valid Claim electing a Replacement Brass Drain Valve and, after this 20,000 ceiling is reached, all remaining Settlement Class Members will be eligible only for the Two-Year Automatic Parts-Only Warranty Extension. No labor is included.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. Do I need to submit a claim?

If you would like to receive a Documented Loss Reimbursement, One-Year Elective Parts-and-Labor Warranty Extension, or Replacement Brass Drain Valve under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendants about the Class Products or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (i.e., you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

### 10. How do I submit a claim?

To receive a Documented Loss Reimbursement, One-Year Elective Parts-and-Labor Warranty Extension, or Replacement Brass Drain Valve, you must submit a valid and timely Claim Form to the Settlement Administrator by March 20, 2026. You will need your name, address, telephone number, email address, and the serial number of your Rheem water heater to file a Claim Form.

To receive a Documented Loss Reimbursement, you must include with your Claim Form sufficient documentation such as dated receipts, invoices, technician reports, and/or other records demonstrating both the amount incurred and the connection to the Class Product(s).

Claim Forms can be submitted by mail or online at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com). Mailed Claim Forms must be postmarked by March 20, 2026 and sent to the address below. To request a Claim Form by mail, call 1-888-271-1105 or write to:

*West v. Rheem Manufacturing Company, and Melet Plastics, Inc.*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[RheemDrainValveSettlement@cptgroup.com](mailto:RheemDrainValveSettlement@cptgroup.com)

### 11. What am I giving up if I receive Settlement benefits or remain in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendants and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

### 12. What are the Released Claims?

The Settlement Agreement in Section 9 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com), and in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

### 13. What happens if my contact information changes after I submit a claim ?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*West v. Rheem Manufacturing Company, and Melet Plastics, Inc.*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[RheemDrainValveSettlement@cptgroup.com](mailto:RheemDrainValveSettlement@cptgroup.com)

### 14. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form, Settlement benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Suite 2100, Oakland, California 94607, <https://colevannote.com> and Ronald Armstrong of The Armstrong Firm, PLLC, 109 Yoalana Street, Suite 210, Boerne, Texas 78006 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

### 16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys’ fees and costs not to exceed \$950,000. They will also ask the Court to approve a service award not to exceed \$5,000 to the Plaintiff for her service to the Action

and for her efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service award will be paid by Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service award will be made available on the settlement website at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com). You may also request a copy be mailed to you by calling the Settlement Administrator.

## **OPTING OUT OF THE SETTLEMENT**

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendants on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting out" of the Settlement.

### **17. How do I get out of the Settlement?**

To opt out of the Settlement, you must mail a written notice of intent to opt out, also referred to as a "Request for Exclusion." The written notice must be signed by you, include your name, mailing address, email, telephone number, and the serial number of your Rheem water heater, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or e-mail. The opt-out request must be postmarked by the United States Postal Service and mailed to the Settlement Administrator at the following address by February 20, 2026:

*West v. Rheem Manufacturing Company, and Melet Plastics, Inc.*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

### **18. If I opt out, can I get anything from the Settlement?**

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

### **19. If I do not opt out, can I sue the Defendants for the same thing later?**

No. Unless you opt out, you give up any right to sue Defendants and Released Parties for the claims this Settlement resolves and releases relating to the claims. You must opt-out of the Action to start your own lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## **OBJECTING TO THE SETTLEMENT**

### **20. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement. To object, you must mail timely written notice to the Court as provided below no later than February 20, 2026, stating you object to the Settlement and explain why.

The objection must include all the following additional information:

- 1) Your full name, current address, telephone number, and any email address;
- 2) The serial number of your Rheem water heater;
- 3) The case name and number *West v. Rheem Manufacturing Company and Melet Plastics, Inc.* No.2:24-cv-09686-CAS-MAAx;
- 4) A statement as to whether the objection applies only to you, to a specific subset of the Settlement Class or

to the entire class;

- 5) The specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- 6) The number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection;
- 7) The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's application for attorneys' fees, costs, and Class Representative Service Award;
- 8) The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, and the caption of each case in which counsel or the firm has made such objection;
- 9) Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- 10) The identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Fairness Hearing;
- 11) A list of all persons who will be called to testify at the Fairness Hearing in support of the objection (if any);
- 12) A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing;
- 13) Your signature and the signature of your duly authorized attorney or other duly authorized representative (i.e., an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than February 20, 2026 to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator at the following addresses:

| COURT  | CLASS COUNSEL  | DEFENDANT'S COUNSEL   | SETTLEMENT ADMINISTRATOR   |
|--|--|---|--|
| United States District Court for the Central District of California<br>350 W. First Street<br>Suite 4311<br>Los Angeles, CA 90012-4565 | Scott Edward Cole, Esq.<br>Cole & Van Note<br>555 12th St., Suite 2100<br>Oakland, CA 94607<br><a href="https://colevannote.com">https://colevannote.com</a><br><br>Ronald W. Armstrong, Esq.<br>The Armstrong Firm, PLLC<br>109 Yoalana Street<br>Suite 210<br>Boerne, TX 78006 | Kahn A. Scolnick, Esq.<br>Bradley J. Hamburger, Esq.<br>Katie K. Geary, Esq.<br>Gibson, Dunn & Crutcher LLP<br>333 South Grand Avenue<br>Los Angeles, CA 90071-3197 | West v. Rheem Manufacturing Company and Melet Plastics, Inc.<br>PO Box 19504<br>Irvine, CA 92623 |

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights he/she may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

## 21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not believe the Settlement warrants final court approval. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on May 11, 2026, at 10:00 a.m., before Judge Christina A. Snyder by Zoom. The Zoom webinar Information can be found on the Court's website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs, and expenses, and the service award to the Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary. The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com).

### 23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

### 24. May I speak at the Final Approval Hearing?

Yes. As long as you do not exclude yourself (opt out), you can (but do not have to) participate and speak for yourself at the Final Approval Hearing about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will still receive a Two-Year Automatic Parts-Only Warranty Extension, but no other Settlement benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendants or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.RheemDrainValveSettlement.com](http://www.RheemDrainValveSettlement.com), by calling 1-888-271-1105, or by writing to [RheemDrainValveSettlement@cptgroup.com](mailto:RheemDrainValveSettlement@cptgroup.com).

**Please do not telephone the court or its clerk's office regarding this notice.**