

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2017, by and between Plaintiff Class Representatives Lisa Lee and Terence Moniz (“Class Plaintiffs”) acting on their own behalf and on behalf of all other class members (“Class”) and Defendant ASPEN MANUFACTURING HOLDINGS, INC. fka ASPEN MANUFACTURING, INC., a Texas Corporation. Class Plaintiffs and Aspen are collectively referred to as “Parties” or “Settling Parties.”

### **I. RECITALS**

This Agreement is made with reference to the following facts:

A. There is currently pending in the District Court of the State of Nevada, for the County of Clark, a class action entitled *Lee v. Aspen Manufacturing Holdings, Inc. fka Aspen Manufacturing, Inc.* [also known as *In re: Aspen Series BB Evaporator Coil Litigation*], Clark County District Court Case No. A-14-710463-D (“Class Action”), which seeks recovery on behalf of a class of all owners in Nevada whose homes contain or contained Aspen Series BB evaporator coil units designed, manufactured, assembled, supplied, sold, distributed and/or warranted by Aspen.

B. On May 21, 2015, the District Court entered its Findings of Facts, Conclusions of Law and Order on Plaintiffs’ Motion to Certify and to Approve Notice to Class. By that order, the District Court certified the Class Action pursuant to NRCP 23(b)(3), directed notice to the Class Members, and afforded an opportunity for any Class Member to opt out of the Class Action. In response to that class notice, the owners of homes involved in the following two lawsuits opted out of the Class Action: (1) *Turner v. Richmond American Homes of Nevada, Inc.*, Clark County District Court Case No. A-13-689790; and (2) *The Seasons Homeowners Association, Inc. v. Richmond American Homes of Nevada, Inc.*, United States District Court, District of Nevada, Case No. 2:16-cv-01816-JCM-CWH.

C. By entering into this Agreement, the Parties acknowledge that the Class Action involves disputed facts and issues, and the Settling Parties do not admit the truth or sufficiency of any claims, allegations, or defenses asserted against any Settling Party. The Settling Parties expressly agree that settlement of the claims asserted in the Class Action should not be construed as an admission of liability by any Party. By this Agreement, the Parties intend to settle and resolve all claims alleged by Class Plaintiffs against Aspen in the Class Action to the extent set forth, and based upon, the terms and conditions set forth in this Agreement.

### **II. DEFINITIONS**

This Agreement is made with respect to the following specifically defined terms:

A. The “Class” or “Class Members” mean “any owner of a residential property in the State of Nevada that contains or contained Aspen Series BB evaporator coils as part of the home air conditioning system” who did not opt out of the Class. As to any Class Homes that contained the Product, the Class Member is the owner of the Class Home at the time the Product was removed and replaced, at the Class Member’s expense, and not any subsequent owner. The only

owners of homes in Nevada that opted out of the Class include those owners involved in the following litigation: *Turner v. Richmond American Homes of Nevada, Inc.*, Clark County District Court Case No. A-13-689790 and *The Seasons Homeowners Association, Inc. v. Richmond American Homes of Nevada, Inc.*, United States District Court, District of Nevada, Case No. 2:16-cv-01816-JCM-CWH. The Class also expressly excludes any owners of Nevada homes that otherwise meet the class definition but have previously assigned and/or released their claims against Aspen.

B. The “Class Homes” mean the homes located in Nevada owned by the Class Members who did not opt out of the Class Action. The only owners of homes in Nevada that opted out of the Class include those owners involved in the following litigation: *Turner v. Richmond American Homes of Nevada, Inc.*, Clark County District Court Case No. A-13-689790 and *The Seasons Homeowners Association, Inc. v. Richmond American Homes of Nevada, Inc.*, United States District Court, District of Nevada, Case No. 2:16-cv-01816-JCM-CWH.

C. “Class Counsel” refers to the law firms of Canepa Riedy Abele and Kemp, Jones & Coulthard, LLP.

D. “Aspen” refers to Aspen Manufacturing Holdings, Inc., a Texas Corporation, Aspen Manufacturing Inc., a Texas Corporation, and any and all of their past, present, and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, predecessors, members, stock holders, directors, officers, employees, agents, insurers, reinsurers, sureties, attorneys, experts, consultants, designers, lenders, mortgage holders, predecessors, partners, joint ventures, legal representatives, heirs, administrators, trustors, trustees, beneficiaries, creditors, assigns, successors, lessees, tenants, legal and equitable owners, successors, and assigns.

E. “Product” refers to Series BB evaporator coil units, including but not limited to the evaporator coil, the pan, and all component parts, designed, manufactured, assembled, supplied, sold, distributed and/or warranted by Aspen.

F. “Related Persons and Entities” refers to any and all past, present, and future parent companies, divisions, subsidiaries, affiliates, related corporations and entities, members, stock holders, directors, officers, employees, agents, insurers, reinsurers, sureties, attorneys, experts, consultants, designers, lenders, mortgage holders, predecessors, partners, joint ventures, legal representatives, heirs, administrators, trustors, trustees, beneficiaries, creditors, assigns, successors, lessees, tenants, and legal and equitable owners.

G. “Preliminary Court Approval” refers to entry of an order by the Eighth Judicial District Court granting the motion for preliminary approval of this Agreement as a fair and reasonable settlement as contemplated by NRCP 23, directing notice to the Class Members, and scheduling a final fairness hearing.

H. “Final Court Approval” refers to entry of an order by the Eighth Judicial District Court granting final approval of this Agreement as a fair and reasonable settlement as contemplated by NRCP 23 after notice to the Class Members and a final fairness hearing.

I. “Effective Date” means the date that Final Court Approval order becomes Final.

J. "Final" means that no timely appeal has been filed pursuant to NRAP 4(a) or that any and all such appeals or writs have been concluded and/or otherwise exhausted, such that the District Court orders represent final and binding orders fully providing for the relief specified in this Agreement.

K. Additional terms are identified throughout the body of this Agreement and have the meanings ascribed therein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and monetary terms stated in this Agreement, the Parties, on behalf of themselves and their Related Persons and Entities, agree and contract as follows:

### III. SETTLEMENT TERMS

A. For purposes of this Agreement, the Settling Parties stipulate and agree the settlement class shall be defined as described in Section II.A. If the Court declines to approve this settlement for any reason, the Parties will retain their pre-settlement arguments and positions regarding the class definition.

B. Settlement Payment. Aspen and/or its insurance carriers shall pay Class Plaintiffs, on behalf of the Class, the total settlement amount of **\$45,000,000.00** (the "Settlement Payment"). Except as noted herein, the Settlement Payment must be tendered to Class Counsel for deposit into the Scott K. Canepa, APC, Client Trust Account within five (5) days following the Effective Date.

C. All costs of administering this Settlement, including class notice, shall be paid from the fund created by the Settlement Payment. However, Class Counsel has agreed to pay the costs associated with providing notice of the Court's preliminary settlement approval with the right to reimburse such administration costs from the Settlement Payment. If either (a) the Eighth Judicial District Court declines to grant Final Court Approval, or (b) a notice of appeal to the Nevada Supreme Court is filed, then Aspen and/or its insurers shall reimburse Class Counsel for the actual out-of-pocket costs of administration expended by Class Counsel within 10 business days of either event described in subparts (a) or (b) of this paragraph.

D. After Final Court Approval and tender of the Settlement Payment, Aspen and its respective Related Persons and Entities will bear no further responsibility whatsoever for and hereby waive any right to determine or direct how the Settlement Payment is divided, distributed, or spent, and/or to remedy any of the claims released under this Agreement. However, the Parties acknowledge that the Settlement Payment will be paid, utilized, and segregated in a manner materially consistent with the following:

1. Class Counsel's Fees and Costs. Class Counsel will file a motion seeking an award of attorney's fees and costs in amounts that are not inconsistent with Class Plaintiffs' previously disclosed contingency fee agreement. Such attorney's fees and costs shall be paid from the Settlement Payment and shall not require Aspen and/or its insurers to pay more than their respective shares of the Settlement Payment, as set forth in the preceding

paragraph III.B. Aspen agrees to waive any right it may have to comment on or contest Class Counsel's motion for attorney's fees and costs, so long as Class Counsel does not seek any fees and costs in excess of those disclosed in the contingency fee agreement published in the previously published class certification notice.

2. Incentive Awards. For the services rendered by Class Plaintiffs on behalf of the Class Members, Class Plaintiffs will seek Court approval for an incentive award of \$10,000.00 per home owned by Class Plaintiffs (a total of \$10,000.00). Such incentive award shall be paid from the Settlement Payment and shall not require Aspen and/or its insurers to pay more than their respective shares of the Settlement Payment, as set forth in the preceding paragraph B. Aspen agrees to waive any right it may have to comment on or contest Class Plaintiffs' request for the incentive awards.
3. After deduction of any (a) Court-awarded attorney's fees and costs to Class Counsel, (b) Court-approved incentive awards to Class Plaintiffs, (c) actual and/or anticipated class notice and claims administration expenses, the remaining portion of the Settlement Payment will be distributed to all Class Members on a pro rata basis that takes into account the total anticipated number of Series BB units shipped to Nevada and the number of Series BB units in each Class Home. All Class Members filing qualified claims will receive the same pro rata share distribution from the settlement fund regardless of whether they previously replaced the Product at their own expense or the Product remains in service.

#### **IV. RELEASES**

A. Class Release. Class Plaintiffs, as representatives of the Class Members, on their own behalf and on behalf of the Class Members and their Related Persons and Entities to the full extent of their legal standing and authority, hereby fully and finally settle, release, acquit, and discharge Aspen from any and all claims, causes of action, damages, and liabilities with respect to the Class Homes in the Class Action and any claims, causes of action, damages or liabilities of any nature and kind (expressly excluding personal injury claims) arising out of or related to the Class Action and/or the Product. This release specifically includes a release of any and all NRS Chapter 40-based claims arising from or related to the Product in the Class Homes. This release expressly includes a release of any warranty obligations Aspen may owe with respect to the Product in the Class Homes. Except as otherwise provided for in this Agreement, this release is not intended to release, and does not release: (1) any party not expressly included in this Agreement from any obligation, liability, indemnity, or defense obligation that may be owed to the Class Members or Aspen; (2) any claim regarding the Class Homes that is not related to the Product; (3) any claim not specifically related to the Class Homes; or (4) any personal injury claim.

B. Aspen Release. Aspen, on its own behalf and on behalf of its respective Related Persons and Entities, hereby releases, acquits, forever discharges, waives, and absolves the Class Members and all Related Persons and Entities from any claim related to and/or arising out of the

Class Action and/or the Product as to the Class Homes. This release does not release any claims by and between Aspen and the Class Members as to any homes not covered by the scope of this release. This release is also not intended to release and does not release any potential or pending claims between Aspen's insurers for indemnity, contribution, subrogation, and/or any other theory of liability, with respect to the amounts paid by Aspen's insurer's for Aspen's defense and indemnity in the Class Action.

## V. GOOD FAITH SETTLEMENT

A. The Settling Parties agree and stipulate that the Settlement herein is made in good faith pursuant to the provisions of NRS § 17.245.

B. The rights and obligations under this Agreement are specifically conditioned upon the Court's approval of this Agreement, and upon the approval of the Court finding the settlement provided for under this Agreement as fair, reasonable, and a good faith settlement as contemplated by NRS § 17.245, the granting or affirming Final Court Approval, the expiration of all deadlines for the appeal of the Final Court Approval, and Aspen's payment of the Settlement Payment.

C. Should the Court or an appellate court disapprove of any material term, condition, or provision of this Agreement, the Settling Parties agree to resume negotiations and, if a revised agreement is reached, reapply to the Court for approval.

## VI. MISCELLANEOUS

A. Enforceability Contingent upon Final Court Approval. The enforceability of this Agreement and obligations hereunder are expressly and completely contingent upon receipt of Final Court Approval. If the Court refuses such approval, no Party shall have any obligation hereunder and this Agreement shall be rendered null and void.

B. Aspen has the unilateral right to terminate this entire Agreement such that none of the Settling Parties are obligated to perform under this Agreement, by delivering a written notice of termination to Class Counsel if in excess of six hundred (600) of the Class Members elect to be excluded from the Class and submit a valid opt-out request. **The Parties stipulate and agree that only Class Members who removed and replaced, at the Class Members' expense, the Aspen Series BB evaporator coil units from their homes before May 21, 2015, may ask to be excluded from the Settlement and submit a valid opt-out request.**

C. Prior Assignments and Warranty of Authorized Signatures. Class Plaintiffs, as representatives of the Class Members, on their own behalf and on behalf of the Class Members and their Related Persons and Entities to the full extent of their legal standing and authority represent and warrant that they are the sole owners of the claims released and that, to their knowledge, such claims have not been assigned, transferred, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law, or otherwise, to any person or entity. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Any counsel signing on behalf of a Party represents and warrants that he or she has the full

authority to resolve the dispute among the Settling Parties on the terms set forth in this Agreement, including the specific releases set forth above, on behalf of any such Party.

D. Consideration. Class Plaintiffs, as representative of the Class Members, on their own and on behalf of the Class Members and their Related Persons and Entities to the full extent of their legal authority and standing, stipulate to and acknowledge the sufficiency of the Settlement Payment as consideration for the releases and covenants contained in this Agreement.

E. Dismissal of Class Action. If not already accomplished by the Final Court Approval, the Parties shall deliver to the Clerk of the Court a Dismissal with Prejudice of all claims asserted by and between the Parties in the Class Action within five (5) days following the Effective Date and receipt of the Settlement Payment.

F. Subrogation or Related Claims. There may be existing and/or future subrogation claims held by Class Plaintiffs' own insurers, or other entities or persons, regarding damages caused to the Class Homes by the Product ("Subrogation Claim"). Each Settling Party warrants that it is currently unaware of any Subrogation Claim related to the Product in the Class Homes. To the extent a Subrogation Claim is made, or has previously been made and paid, either before or after the date of this Agreement, the Settling Parties agree the Subrogation Claim shall be made against the settlement fund created under this Agreement and not against Aspen. The sole remedy for a Subrogation Claim actually paid on behalf of a Class Member shall be payment from the settlement fund in an amount not to exceed the maximum amount available to the respective Class Member from the settlement fund. Except as otherwise provided in this paragraph, Class Plaintiffs and/or the Class Members shall have no obligation to defend and/or indemnify Aspen for any loss, damages, costs and expenses, including reasonable attorney's fees related to any Subrogation Claim.

G. Mutual Non-Disparagement. Settling Parties and their counsel covenant and agree not to make, cause anyone else to make, or otherwise publish, ratify or endorse, any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action, about any of the Settling Parties regarding the Class Action or the Settlement, which is intended or reasonably likely to disparage, call into disrepute, defame, slander or otherwise criticize, directly or indirectly, the other party or their Related Persons and Entities, or otherwise degrade the other Settling Party's reputation. Settling Parties agree and acknowledge that this mutual non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in Aspen refusing to enter into this Agreement. Notwithstanding the foregoing, this mutual non-disparagement provision shall not preclude Settling Parties or their counsel from making truthful statements or disclosures that are required or allowed by applicable law, regulation or legal process. Nothing contained herein will preclude Class Plaintiffs, Class Counsel, or the claims administrator from making statements to the Court to obtain approval of the Settlement, from publishing the necessary notices and related filings to comply with Rule 23 and any court orders, from responding to inquiries from the Class Members and potential Class Members, or from otherwise fulfilling their professional obligations to current and future clients.

H. The Settling Parties acknowledge and understand that there is a risk that now or subsequent to the execution of this Agreement they may have claims arising out of the issues set

forth in this Agreement that are unknown and unanticipated at the time this Agreement is signed, and that any claims as are known or should be known may become more serious than they now expect or anticipate. Nevertheless, the Settling Parties hereby expressly waive and release any and all rights they may have in such unknown and unexpected consequences or results.

I. Enforcement. The Settling Parties hereby acknowledge, agree, and stipulate that each has the right to enforce any provisions of this Agreement by filing any appropriate action, proceeding, or motion exclusively before the department of the Clark County District Court in which the Class Action is presently venued. The Settling Parties further agree, acknowledge, stipulate, and request that the Court in this action retain jurisdiction over the Settling Parties to reopen the action after it is dismissed and to hear any motion or ex parte application. The Settling Parties further acknowledge, agree, and stipulate that in the event any action at law or in equity is required to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Such attorney's fees and costs shall be made part of any judgment rendered in any such action.

J. Representations. The Settling Parties make the following material representations with the understanding that each of them enters into this Agreement in reliance upon each of these representations, and without these representations, none of them would enter into this Agreement:

1. The Settling Parties intend that the terms and conditions of this Agreement, and the Agreement as a whole, shall inure to the benefit of and be binding upon them and their Related Persons and Entities.
2. The Settling Parties have selected and retained, or have been afforded the opportunity to select, their own attorneys, experts, and consultants to inspect, analyze, and advise them regarding the nature, extent, and cause of the claims and disputes associated with the Class Homes in the Class Action.
3. The Settling Parties acknowledge and represent that they have had the benefit and advice of legal counsel in evaluating, finalizing, and executing this Agreement, and that the Settling Parties, in making their decision whether to enter into this Agreement, had sufficient opportunity to consult with legal counsel and each decided, independently, whether to do so.
4. The Settling Parties acknowledge that all of their dealings have been conducted at arm's length and that they have neither placed on each other, nor relied on, any special trust or confidence other than the reasonable and customary reliance needed to contract at arm's length.

K. This Agreement is the result of arm's length negotiations and a compromise among the Settling Parties of disputed claims. This Agreement and any payment made pursuant to this Agreement shall never, at any time or for any purpose, be considered an admission of liability and/or responsibility on the part of Aspen as Aspen continues to deny such liability and disclaim such responsibility, at all times prior, in concert with, or subsequent to this Agreement.

Neither this Agreement nor any provisions herein shall be deemed prepared or drafted by any one party or another, or its attorneys, and this Agreement shall not be construed to follow the maxim that any ambiguity in an agreement be construed against the drafter of such an agreement.

L. The Settling Parties acknowledge and agree that each of them, as between them, will bear its own costs, expenses, and attorney's fees arising out of and/or connected with the Class Action and/or the claims resolved under this Agreement, except as to Class Counsel's entitlement to seek and obtain Court approval of an award of a portion of the Settlement Payment as compensation for their services and reimbursement of costs with respect to this Agreement as expressly set forth in the preceding paragraph III.D.1. This Agreement is also not intended to affect, nor shall it have any impact upon any other agreement for, any Court award of attorney's fees or costs.

M. This Agreement may be executed in multiple counterparts and all such counterparts shall constitute one and the same agreement, which shall be binding upon all the Settling Parties, notwithstanding that the signatures of all the Settling Parties' designated representatives do not appear on the same page or copy of this Agreement.

N. The Settling Parties shall execute and deliver any document reasonably necessary to achieve the goals and purposes of this Agreement.

O. In any action or proceeding related to this Agreement, the Settling Parties stipulate that a copy of this Agreement may be admissible to the same extent as the original of this Agreement.

P. Entire Agreement. This Agreement and the agreements, documents, and instruments to be executed and delivered pursuant to it are intended to embody the Settling Parties' final, complete, and exclusive agreement with respect to the matters set forth herein with respect to the Class Homes and the Class Action. They are intended to supersede all prior agreements, understandings, and representations, whether written or oral, with respect to them, and may not be contradicted by evidence of any prior or contemporaneous agreement, understanding, or representation, whether written or oral.

Q. No waiver of any term or provision of this Agreement or consent to any action hereunder shall constitute a waiver of any other term or provision hereof or consent to any other action hereunder, whether or not similar. No waiver or consent under this Agreement shall constitute a continuing waiver or consent hereunder or commit a Party to provide a waiver or consent in the future, except to the extent specifically set forth in writing.

R. This Agreement and any of its terms and provisions may only be modified, amended, supplemented, or waived in a writing signed by the Party waiving any rights provided to it by this Agreement.

S. The Settling Parties, and each of them, further represent and declare that they have carefully read this Agreement and know its contents, and that they sign the same freely and voluntarily.



T. If any term or provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable through arbitration or by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid, or otherwise enforceable, such term or provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions shall survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the Settling Parties insofar as possible.

U. Headings contained in this Agreement are solely for convenience and shall not be used to define or construe any of the terms or provisions hereof.

INTENDING TO BE BOUND, the Settling Parties sign this Agreement.

**By Class Plaintiffs:**

Dated this 8<sup>th</sup> day of AUGUST, 2017

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Signature:   
Lisa Lee

Signature: \_\_\_\_\_  
Terence Moniz

**Approved as to Form and Content by Class Counsel:**

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_ day of \_\_\_\_\_, 2017

CANEPA RIEDY ABELE

KEMP, JONES & COULTHARD, LLP

By:   
SCOTT K. CANEPA, ESQ.  
CLASS CO-COUNSEL

By: \_\_\_\_\_  
J. RANDALL JONES, ESQ.  
CLASS CO-COUNSEL

**By Aspen Manufacturing Holdings, Inc. fka Aspen Manufacturing, Inc.:**

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

T. If any term or provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable through arbitration or by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid, or otherwise enforceable, such term or provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions shall survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the Settling Parties insofar as possible.

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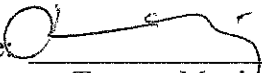
INTENDING TO BE BOUND, the Settling Parties sign this Agreement.

**By Class Plaintiffs:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this 8 day of August, 2017

Signature: \_\_\_\_\_  
Lisa Lee

Signature:  \_\_\_\_\_  
Terence Moniz

**Approved as to Form and Content by Class Counsel:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CANEPA RIEDY ABELE

KEMP, JONES & COULTHARD, LLP

By: \_\_\_\_\_  
SCOTT K. CANEPA, ESQ.  
CLASS CO-COUNSEL

By: \_\_\_\_\_  
J. RANDALL JONES, ESQ.  
CLASS CO-COUNSEL

**By Aspen Manufacturing Holdings, Inc. fka Aspen Manufacturing, Inc.:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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INTENDING TO BE BOUND, the Settling Parties sign this Agreement.

**By Class Plaintiffs:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Signature: \_\_\_\_\_  
Lisa Lee

Signature: \_\_\_\_\_  
Terence Moniz

**Approved as to Form and Content by Class Counsel:**

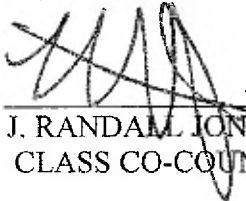
Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this 8<sup>th</sup> day of August, 2017

CANEPA RIEDY ABELE

KEMP, JONES & COULTHARD, LLP

By: \_\_\_\_\_  
SCOTT K. CANEPA, ESQ.  
CLASS CO-COUNSEL

By:  for #11185  
J. RANDALL JONES, ESQ.  
CLASS CO-COUNSEL

**By Aspen Manufacturing Holdings, Inc. fka Aspen Manufacturing, Inc.:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

T. If any term or provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable through arbitration or by a court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid, or otherwise enforceable, such term or provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provisions shall survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the Settling Parties insofar as possible.

U. Headings contained in this Agreement are solely for convenience and shall not be used to define or construe any of the terms or provisions hereof.

INTENDING TO BE BOUND, the Settling Parties sign this Agreement.

**By Class Plaintiffs:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Signature: \_\_\_\_\_  
Lisa Lee

Signature: \_\_\_\_\_  
Terence Moniz

**Approved as to Form and Content by Class Counsel:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CANEPA RIEDY ABELE

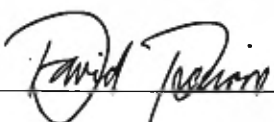
KEMP, JONES & COULTHARD, LLP

By: \_\_\_\_\_  
SCOTT K. CANEPA, ESQ.  
CLASS CO-COUNSEL

By: \_\_\_\_\_  
J. RANDALL JONES, ESQ.  
CLASS CO-COUNSEL

**By Aspen Manufacturing Holdings, Inc. fka Aspen Manufacturing, Inc.:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

Signature:  \_\_\_\_\_

Print Name: David Piccione

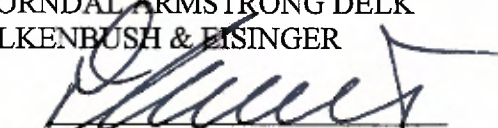
Print Title: President

Approved as to Form and Content by Counsel for Aspen Manufacturing Holdings, Inc.  
fka Aspen Manufacturing, Inc.:

Dated this 8<sup>th</sup> day of Aug, 2017

THORNDAL ARMSTRONG DELK  
BALKENBUSH & EISINGER

By:

  
PHILIP GOODHART, ESQ.

Dated this 9<sup>th</sup> day of Aug, 2017

LINCOLN, GUSTAFSON & CERCOS

By:

  
SHANNON G. SPLAINE, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

PARKER, NELSON & ASSOCIATES

By:

\_\_\_\_\_  
THEODORE PARKER, III, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CROWELL & MORING, LLP

By:

  
DANIEL M. GLASSMAN, ESQ.

Dated this 9 day of Aug, 2017

YOKA & SMITH, LLP

By:

\_\_\_\_\_  
STEPHEN H. SMITH, ESQ.

**Approved as to Form and Content by Counsel for Aspen Manufacturing Holdings, Inc.  
fka Aspen Manufacturing, Inc.:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

THORNDAL ARMSTRONG DELK  
BALKENBUSH & EISINGER

By: \_\_\_\_\_  
PHILIP GOODHART, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

LINCOLN, GUSTAFSON & CERCOS

By: \_\_\_\_\_  
SHANNON G. SPLAINE, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

PARKER, NELSON & ASSOCIATES

By:   
THEODORE PARKER, III, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CROWELL & MORING, LLP

By: \_\_\_\_\_  
DANIEL M. GLASSMAN, ESQ.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

YOKA & SMITH, LLP

By: \_\_\_\_\_  
STEPHEN H. SMITH, ESQ.

Approved as to Form and Content by Counsel for Aspen Manufacturing Holdings, Inc.  
fka Aspen Manufacturing, Inc.:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

THORNDAL ARMSTRONG DELK  
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By: \_\_\_\_\_  
PHILIP GOODHART, ESQ.

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

CROWELL & MORING, LLP

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Dated this 11<sup>th</sup> day of August, 2017

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By:   
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