

## **LONG FORM NOTICE OF CLASS ACTION SETTLEMENT**

### **A CLASS ACTION TO BENEFIT YOU WAS FILED IN STATE COURT IN GREAT FALLS, MONTANA, AND CONDITIONALLY HAS BEEN SETTLED**

#### **Why Did I Get This Notice?**

On May 31, 2019, a class action lawsuit was filed against Coppermine Fire Suppression Systems (DBA Fire Suppression Systems) by two Coppermine Fire Suppression Systems customers, one of whom was also a former employee. That case was captioned *Harrison et al. v. Coppermine Fire Suppression Systems* and is currently pending in the Montana Eighth Judicial District Court, Cascade County, under cause number DDV-19-0342.

On June 11, 2021, the judge presiding over the case, the Honorable John W. Parker, granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice. Fire Suppression Systems's records show that you may fall within the class of individuals whose claims are at issue in the litigation.

As a Class Member, you may receive **injunctive relief** that fixes allegedly defective fire extinguishers you obtained from Fire Suppression Systems. You may also receive a monetary **payment** from the settlement amount pursuant to a distribution formula to be approved by the Court.

#### **What Is a Class Action?**

In a class action lawsuit, one or more people called "Named Plaintiffs" and/or "Class Representatives" sue on behalf of the other people who have similar claims. In this case, the Named Plaintiffs are Daniel Harrison and

Personalize It LLC. The entity that is sued, Fire Suppression Systems, is called the Defendant. These Named Plaintiffs/Class Representatives, along with the Class Members they represent, are Plaintiffs in the subject class action.

In class action litigation, rather than each Class Member filing separate lawsuits, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves.

### **Who Is Affected?**

If you received this notice in the mail, you have been identified as a member of the Class because you fall into the following Class:

All individuals and entities that purchased or leased an ABC dry-chemical portable fire extinguisher ("Extinguisher") from Defendant Coppermine Fire Suppression Systems, LLC d/b/a Fire Suppression Systems ("FSS") during the time period of 2012-2019, or that had an Extinguisher recharged or serviced by FSS during the time period of 2012-2019.

### **What Is This Lawsuit About?**

The Named Plaintiffs were Fire Suppression Systems customers. One, Daniel Harrison, was also an employee. The Named Plaintiffs claim that Fire Suppression Systems violated industry standards in servicing and recharging ABC Dry Chemical Fire Extinguishers. Industry standards are set forth by the National Fire Protection Association's (NFPA) fire extinguisher service standard NFPA 10. The Named Plaintiffs assert that Fire Suppression Systems failed to follow NFPA 10 and therefore endangered customers and the public by providing defective extinguishers and non-NFPA 10 compliant extinguisher services.

Specifically, the Named Plaintiffs' allegations include that Fire Suppression Systems failed to conduct hydrostatic testing of extinguishers despite expressly representing to customers that such testing had been done. NFPA 10 provides that hydrostatic testing is "Pressure testing of the extinguisher to verify its strength against unwanted rupture." The Named Plaintiffs further claim that Fire Suppression Systems failed to use nitrogen to pressurize extinguishers that required nitrogen. The Named Plaintiffs claim that Fire Suppression Systems used ambient and/or other non-NFPA 10 compliant gas to pressurize the extinguishers. The Named Plaintiffs claim that failure to use nitrogen created an unreasonable risk that the subject extinguishers would not work properly when needed.

Fire Suppression Systems asserts that it has addressed and corrected all improperly labeled extinguishers that it had represented had been hydrostatically tested but were not. Fire Suppression Systems asserts that it is using NFPA 10 compliant nitrogen to fill extinguishers. Coppermine Fire Suppression Systems further asserts that it has corrected the hydrostatic testing problems and alleged recharging problems in nearly all extinguishers currently in customers' possession. Fire Suppression System also asserts it has notified customers of the problem. Finally, Fire Suppression Systems asserts that the extinguishers it sold or serviced would have properly performed if used.

### **Has the Lawsuit Been Resolved?**

On March 2, 2021, the parties attended a mediation. The mediation led to a Settlement Agreement between the parties, which has been preliminarily approved by the Court. Final approval is still necessary.

### **What Can You Get from the Settlement?**

The Settlement Agreement provides for both injunctive and monetary relief. Class Members with valid claims may be entitled to both.

Material terms of the Settlement include:

**II. Rule 23(b)(3) Settlement Amount:** Defendant shall pay, or cause to be paid on its behalf, \$800,000.

**III. Rule 23 (b)(2) Injunctive Relief:** Defendant agrees to injunctive relief under Rule 23(b)(2) with the following terms and provisions:

- a) Coppermine Fire Suppression Systems, LLC d/b/a Fire Suppression Systems shall only use standard industrial-grade nitrogen with a maximum dew point of -60°F (-51°C) in accordance with CGA G-10.1, *Commodity Specification for Nitrogen* ("Nitrogen") to pressurize any Extinguisher if the Extinguisher's nameplates or service manual states that the Extinguisher is or should be filled with nitrogen. If NFPA 10 is updated to require another grade of nitrogen, that grade of nitrogen shall thereafter be used.
- b) Coppermine Fire Suppression Systems, LLC d/b/a Fire Suppression Systems shall low-pressure hydrostatically test all Extinguishers that it is inspecting or servicing pursuant to NFPA 10.
- c) Any Extinguisher(s) that FSS inspects or services that FSS did not hydrostatically test in accordance with NFPA 10 during the time period of 2012-2019 and that requires hydrostatic testing pursuant to NFPA 10 shall be replaced with an NFPA compliant Extinguisher or hydrostatically tested free of charge to the customer.

- d) Coppermine Fire Suppression Systems, LLC d/b/a Fire Suppression Systems shall comply with NFPA 10 and NFPA 10A when servicing any Extinguisher whose service directives are set forth under those standards.
- e) Any Extinguisher(s) that FSS inspects or services that FSS pressurized with a substance other than nitrogen and that is not currently pressurized with nitrogen as required by NFPA 10 shall be replaced with an NFPA compliant Extinguisher or recharged by Coppermine Fire Suppression Systems, LLC d/b/a Fire Suppression Systems free of charge to the customer.

Costs incurred by the Named Plaintiffs' attorneys for bringing and prosecuting the lawsuit and administering the class notice and Settlement will be subject to final court approval. The Net Settlement Fund is estimated to be approximately \$490,000. This is after deducting litigation costs, administrative costs, and attorney fees from the \$800,000 monetary Settlement Fund. No attorney fees will be taken on the value of the injunctive relief. The Net Settlement Fund will be distributed to the Class Members pursuant to a class distribution formula to be approved by the court. This formula will account for the number of subject extinguisher recharges or services the Class Member paid for and the length of time the Class Member paid for these recharges or services.

### **How Do You Get a Payment and Injunctive Relief?**

Per Fire Suppression System's records, you are already a Class Member. You have the right to remain a Class Member or to exclude yourself from this lawsuit. You must decide this now.

**If You Want to be Included as a Class Member, You Do Not Have to Do Anything.** By doing nothing, you are staying in the Class. All the rulings

made by the Court will apply to you, and any settlements between the parties will include you, unless you are notified otherwise.

You may contact Class Counsel (identified below) with any questions, concerns, or requests you may have. **If you move or change your mailing address, you should notify Class Counsel so that they can let you know of any settlement and/or send you any benefits that result from the lawsuit.**

### **What Are Your Other Options?**

There will be a court hearing on September 23, 2021 at 9:00 a.m., at the Cascade County Courthouse, located at 415 2nd Ave. N., Great Falls, MT. At this hearing, the judge presiding over this case, the Honorable Judge John W. Parker, will consider whether or not to approve this settlement. You are welcome to attend this hearing but you are not required to attend.

You are also welcome to make an objection to the settlement. In order to object, you must send a written statement to Anthony F. Jackson at Beck, Amsden & Stalpes PLLC, 2000 S. 3rd Ave., Unit A, Bozeman, MT 59715, no later than 60 calendar days from the postmark of this Notice that you choose to object and state the reasons for your objection. If you intend to appear at the September 23, 2021 court hearing, either in person or through counsel, you must include notice of that fact in your objection. The presiding judge may not consider the objection unless you attend the court hearing in person or state a reason why you cannot attend.

### **How Do I Ask the Court To Exclude Me?**

If you do not want to be part of this suit, you must write to the Class Counsel and clearly state your request to be excluded. You should send your request to:

Anthony F. Jackson  
Beck, Amsden & Stalpes PLLC  
2000 S. 3rd Ave., Unit A  
Bozeman, MT 59715

Your request should contain a statement similar to the following:

"I want to be excluded from the Class in "*Harrison v. Coppermine Fire Suppression Systems LLC*."

Be sure to include your name and address and sign your request.

Your request must be mailed **within 60 calendar days from the postmark on this notice**. If you want to discuss excluding yourself with Class Counsel, please call 1-406-586-8700, or send an e-mail to [info@becklawyers.com](mailto:info@becklawyers.com).

If you exclude yourself from the Class, you will have no further role to play in this lawsuit. For example, you will not receive any proceeds from any settlement or be able to participate in hearings or object to the terms of any settlement. If you exclude yourself, you will have the right to bring an individual lawsuit against Fire Suppression Systems, if you bring it within the time allowed by law. If you bring your own lawsuit against Fire Suppression Systems, you might recover a larger amount of money than you may receive under the subject class action Settlement Agreement or you could recover nothing, as there is uncertainty inherent in any such legal claim.

Under the terms of the Agreement, Fire Suppression Systems shall pay the Class Settlement amount by check within three business days after the Final Order Approving Settlement, Approving Counsel Fees and Costs and Dismissing Case with Prejudice ("Settlement Approval Order") becomes a Final Order.

## **Do I Have A Lawyer in This Case?**

The following attorneys represent the Named Plaintiffs:

John L. Amsden  
Justin P. Stalpes  
Anthony F. Jackson  
Beck, Amsden & Stalpes PLLC  
2000 S. 3rd Ave., Unit A  
Bozeman, MT 59715  
(406) 586-8700

You also have the right to retain an attorney of your own choosing to represent your interests.

## **How Can I Get More Information About This Lawsuit?**

You may contact Class Counsel by telephone or in writing at the law firm listed above.

## **Please Do Not Contact the Court**

Do not contact the Court with any concerns or questions you might have. All questions and concerns will be communicated to the Court through Class Counsel's law offices.