

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

DON VERDEJO, individually and on
behalf of a class of similarly situated
persons, *et al.*,

Plaintiffs,

v.

VANGUARD PIPING SYSTEMS, a
Kansas corporation, *et al.*,

Defendants.

Case No. BC448383

Judge William F. Highberger
Department: CCW307

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed: October 28, 2010
Trial Date: None Set

AND RELATED CROSS-CLAIMS

1 This Agreement is made and entered into by and between the Plaintiffs, Class
2 Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County
3 Subclass, on behalf of themselves and the Settlement Class, the Useful Life Subclass, and
4 the Clark County Subclass, on the one hand, and Defendants VG Pipe LLC (successor-in-
5 interest by merger to Vanguard Piping Systems, Inc. and herein "VG Pipe") and Viega
6 LLC (VG Pipe and Viega, LLC are collectively referred to as "Viega") and Defense
7 Counsel, on the other hand, to settle and compromise the Litigation and settle, resolve,
8 and discharge the Released Claims, as those terms are defined below, according to the
9 terms and conditions herein.

10 WHEREAS, VG Pipe is a limited liability company organized under the laws of
11 the State of Delaware and is the successor-in-interest by merger to Vanguard Piping
12 Systems, Inc.;

13 WHEREAS, Viega LLC is a limited liability company organized under the laws of
14 the State of Delaware;

15 WHEREAS, on behalf of a class of similarly situated persons, Plaintiffs have
16 alleged injuries and damages arising out of alleged defects in certain brass fittings
17 installed in the plumbing lines of their homes and the Settlement Class Structures, as
18 defined below. Plaintiffs allege that the brass fittings are inadequate or of poor or
19 insufficient quality or defective;

20 WHEREAS, on behalf of a subclass of similarly situated persons in Clark County,
21 Nevada, the Clark County Subclass Representatives allege injuries and damages arising
22 out of alleged defects in certain brass fittings installed in the plumbing lines of their
23 homes and the Settlement Class Structures, as defined below. The Clark County Subclass
24 Representatives allege that the brass fittings are inadequate or of poor or insufficient
25 quality or defective;

26 WHEREAS, Viega denies all of the material allegations made by Plaintiffs in the
27 Litigation and denies any wrongdoing or liability of any kind. Viega maintains that its
28 brass fittings are of high quality, are not defective, and do not violate any standard or law.

1 Viega further believes that it has, at all times, complied with all applicable federal and
2 state laws;

3 WHEREAS, the Settling Parties have vigorously litigated their respective positions
4 in connection with all aspects of the Litigation;

5 WHEREAS, as a result of more than three years of the Litigation and years of
6 participating in other related litigation, the Settling Parties and their counsel are
7 thoroughly familiar with the factual and legal issues presented by their respective claims
8 and defenses and recognize the uncertainties as to the ultimate outcome of the Litigation
9 and that any final result would require years of further complex litigation and substantial
10 expense;

11 WHEREAS, Class Counsel believe that the claims Plaintiffs have asserted have
12 merit; however, Class Counsel also recognize that (a) it would be necessary to continue
13 prosecuting the litigation against Viega through a trial and, even if successful there,
14 through the series of appeals which Viega has indicated it would take, including appeals
15 from the class certification order, from any judgment or from any jury verdict (and any
16 further trials that might be necessary in the wake of an initial appeal), all of which would
17 delay substantially the Settlement Class Members' receipt of benefits from the Litigation,
18 and (b) that there are significant risks in this Litigation, whose outcome is uncertain;
19 therefore, balancing the costs, risks, and delay of continued litigation against the benefits
20 of the settlement to the Settlement Class, Class Counsel have concluded that settlement as
21 provided in this Agreement will be in the best interests of the Settlement Class as defined
22 herein;

23 WHEREAS, this Agreement was entered into after extensive arms' length
24 discussions and negotiations between Class Counsel, Counsel for the Useful Life Subclass
25 and Defense Counsel on numerous occasions over several months, including formal
26 settlement conferences before third-party mediators, Jed Melnick and Michelle Yoshida of
27 JAMS, both of whom have consulted with the Honorable Daniel Weinstein (Ret.)
28 throughout the entire process;

1 WHEREAS, this Agreement also formalizes the results of arms' length discussions
2 and negotiations with Defense Counsel, Class Counsel, Counsel for the Useful Life
3 Subclass, and Counsel for the Clark County Subclass before third-party mediators,
4 Randall W. Wulff of Wulff Quinby Sochynsky, and the Honorable Richard M. Silver
5 (Ret.) of JAMS;

6 WHEREAS, Defense Counsel, Class Counsel, Counsel for the Useful Life
7 Subclass, and Counsel for the Clark County Subclass, agree that the settlement
8 contemplated by this Agreement is a fair, reasonable, and adequate resolution of the
9 Litigation;

10 WHEREAS, the Settling Parties desire to compromise and settle all issues and
11 claims that have been brought, or that could have been brought, against Viega in this
12 Litigation; and

13 WHEREAS, the Settling Parties desire and intend to seek Court approval of the
14 settlement of the Litigation as set forth in this Agreement and, upon such judicial
15 approval, the Settling Parties intend also to seek a Final Order and Judgment from the
16 Court dismissing the claims of all Plaintiffs and Settlement Class Members, including all
17 Useful Life Subclass Members and all Clark County Subclass Members, with prejudice.

18 NOW, THEREFORE, it is agreed that in consideration of the promises and mutual
19 covenants set forth in this Agreement and the entry by the Court of a Final Order and
20 Judgment approving the terms and conditions of the settlement as fair, adequate and
21 reasonable as set forth in this Agreement, and providing for dismissal with prejudice of
22 the claims asserted in the Litigation under the terms and conditions contained herein.

23 **1. DEFINITIONS**

24 As used in this Agreement (which, as defined below, includes the accompanying
25 Exhibits), the following terms have the meanings set forth below.

26 1.1. "Agreement" means this Class Action Settlement Agreement and
27 Release, including the notices and other documents contemplated by this Class Action
28

1 Settlement Agreement and Release, and any amendments thereto. The Agreement may
2 alternatively be referred to as the "Settlement."

3 1.2. "Attorneys' Fees, Costs and All Other Expenses" means the settlement
4 amounts approved by the Court for payment to Class Counsel, Counsel for the Useful Life
5 Subclass, and Counsel for the Clark County Subclass to cover attorneys' fees, costs, and
6 all other expenses, including but not limited to incentive awards for any Plaintiffs, all
7 costs and expenses of addressing objections and appeals, any claims for attorneys' fees or
8 costs and all other possible expenses by others, except for those items specifically
9 assigned as Viega's responsibility under this Agreement.

10 1.3. "Class Counsel" means Kenneth S. Kasdan and Michael D. Turner of
11 Kasdan Weber Turner LLP and Graham B. LippSmith of Girardi Keese.

12 1.4. "Claims Administrator" means Kurtzman Carson Consultants LLC, the
13 qualified third-party selected to administer the settlement, including implementation of the
14 Notice Plan and certain aspects of the Claim Validation Process described below.

15 1.5. "Claim Form" means the claim form, with the language and substantially
16 in the form set forth in **Exhibit 3** to this Agreement, which form must be timely
17 completed and submitted for a Settlement Class Member to be eligible for the remedies
18 provided under the terms of this Agreement, including but not limited to reimbursement of
19 out-of-pocket expenses and other compensation.

20 1.6. "Claimant" means a Settlement Class Member (including any Plaintiff,
21 Clark County Subclass Representative, or Useful Life Subclass Representative) tendering
22 a Claim Form under the terms of this Agreement.

23 1.7. "Claims Period" means the time during which Settlement Class Members
24 may submit a Claim Form under the settlement, which is set forth in Paragraphs 4.7 and
25 6.24.

26 1.8. "Claim Validation Process" shall mean the process approved by the Court
27 as contemplated in Section 6.

28

1 1.9. “Clark County Subclass Representatives” means Andrew L. Proclivo,
2 Nancy H. Proclivo, Lawrence Ng, Koren J. Chin-Ng, Talia LaQuintara, Michael
3 Connolly, and Gloria Connolly.

4 1.10. “Counsel for the Clark County Subclass” means Scott K. Canepa and
5 Terry Riedy of Canepa Riedy & Rubino, Troy L. Isaacson, Robert C. Maddox and
6 Norberto Cisneros of Maddox, Isaacson & Cisneros, LLP, J. Randall Jones of Kemp,
7 Jones & Coulthard, LLP, Francis I. Lynch and Charles Hopper of Lynch, Hopper, Salzano
8 & Smith, LLP and James D. Carraway of Carraway & Associates, LLC.

9 1.11. “Counsel for the Useful Life Subclass” means Kenneth S. Kasdan and
10 Michael D. Turner of Kasdan Weber Turner LLP and Graham B. LippSmith of Girardi
11 Keese for the Useful Life Subclass members in Arkansas, Arizona, California, Delaware,
12 Hawaii, Kansas, Louisiana, New Hampshire, Nevada (excluding Clark County),
13 Oklahoma, West Virginia and Wyoming, and Scott K. Canepa and Terry Riedy of Canepa
14 Riedy & Rubino, Troy L. Isaacson, Robert C. Maddox and Norberto Cisneros of Maddox,
15 Isaacson & Cisneros, LLP, J. Randall Jones of Kemp, Jones & Coulthard, LLP, Francis I.
16 Lynch and Charles Hopper of Lynch, Hopper, Salzano & Smith, LLP, James D. Carraway
17 of Carraway & Associates, LLC for the Clark County Useful Life Subclass members.

18 1.12. “Court” means the Honorable William F. Highberger of the Los Angeles
19 County Superior Court – Central Civil West Division, or the Judge of the Los Angeles
20 Superior Court assigned to the *Verdejo* Litigation if not Judge Highberger.

21 1.13. “Defense Counsel” means Viega’s counsel of record in the Litigation,
22 Alexander P. Imberg, Matthew J. Kemner and Troy M. Yoshino of Carroll, Burdick &
23 McDonough LLP.

24 1.14. “Date of Installation” of the Viega Brass Fittings means the date of
25 approval on the final plumbing inspection by the local building authorities, or, if there is
26 no final plumbing inspection by local building authorities, the reasonably proven date of
27 installation.

28

1 1.15. “Effective Date” means the first date by which any Final Order and
2 Judgment entered pursuant to the Agreement becomes final. The Final Order and
3 Judgment entered pursuant to this Agreement becomes final on the date on which all
4 appellate rights with respect to that Final Order and Judgment have expired or have been
5 exhausted in a manner that conclusively affirms the Final Order and Judgment.

6 1.16. “Failure” means (1) a water leak from a Viega Brass Fitting caused by
7 dezincification, or (2) a drop in water flow capacity of a fixture due to zinc oxide build-up
8 as a result of dezincification in a Viega Brass Fitting that causes the water flow rate to
9 drop below the minimum requirements as set forth in Section 604, Table 604.3 of the
10 International Plumbing Code (IPC) (2012), but for unrestricted flow measured via a flow
11 meter ahead of the fixture in question.

12 1.17. “Final Order and Judgment” means the Order and Judgment of the Court
13 dismissing this matter with prejudice as to Viega and approving this Agreement, which
14 order and judgment shall be in a form agreed upon by the Settling Parties.

15 1.18. “Limited Warranty” means the limited warranty provided by Viega
16 pursuant to Paragraphs 4.A., 4.B., and 6.10 to 6.21 of this Agreement. This Limited
17 Warranty is supplemental to any existing warranty issued by Viega for the Viega Brass
18 Fittings covered by this Agreement, as well as any warranties issued by any third party
19 and those issued by builders, developers, contractors, plumbers, or others that are
20 otherwise released by this Agreement.

21 1.19. “Litigation” means *Verdejo v. Vanguard Piping Systems, Inc.*, Case No.
22 BC448383 (L.A. Super. Ct.), *Waterfall Homeowners Association v. Viega, Inc.*, Case No.
23 2:11-cv-1498 (D. Nev.) (consolidated with *Anthem Highlands Community Association v.*
24 *Viega, Inc.*, Case No. 2:12-cv-00207 (D. Nev.) and *Southern Terrace Homeowners*
25 *Association v. Viega, Inc.*, Case No. 2:12-cv-00206 (D. Nev.)), *Hull v. Viega, Inc.*, Case
26 No. 12-CV-2086 (D. Kan.), and *Charleston and Jones LLC v. Uponor, Inc., et al.*, Case
27 No. 2:13-cv-0999 (D. Nev.).

28

1 1.20. “Multi-Unit Dwelling” means any multi-unit commercial or non-
2 commercial structure, apartment building, building with multiple family housing units
3 such as a duplex or quadruplex, hotel/motel, or other similar structure that contains
4 multiple dwelling units or rooms.

5 1.21. “Notice” means the Court-approved forms of notice of this settlement to
6 the Settlement Class, as described in Section 5 below and **Exhibits 1 and 2**.

7 1.22. “Notice Plan” means the plan for disseminating Notice to the Settlement
8 Class, as described in Section 5 below and **Exhibit 5**.

9 1.23. “Preliminary Approval Order” means the order to be entered by the Court
10 pursuant to the Settlement, substantially in the form attached hereto as **Exhibit 4**.

11 1.24. “Person” means an individual, corporation, partnership, limited
12 partnership, limited liability company, association, joint stock company, estate, legal
13 representative, trust, unincorporated association, government or any political subdivision
14 or agency thereof, any business or legal entity, and such individual’s or entity’s spouse,
15 heirs, predecessors, successors, representatives, and assignees.

16 1.25. “Plaintiffs” means the named plaintiffs in the *Verdejo* action, *i.e.*, Don
17 Verdejo, Noreen Verdejo, Christina Anderson, Davey Hernandez, William Martinez,
18 Corinne Martinez, Karen Michaud, Takashi Nishida, Kristin Nishida, Rodney Pyle, and
19 Kim Pyle.

20 1.26 “Postcard Notice” means the Court-approved postcard providing notice
21 of this settlement to certain homeowner associations, common interest developments,
22 condominium associations, and similar entities, in the form attached hereto as **Exhibit 6**.

23 1.27. “Related Actions” means all actions or proceedings in any court in the
24 United States relating to allegations of dezincification in Viega Brass Fittings not reduced
25 to judgment.

26 1.28. “Released Claims” means any and all claims, demands, rights, liabilities,
27 and causes of action of every nature and description whatsoever, known or unknown,
28 suspected or unsuspected, matured or unmatured, contingent or non-contingent, concealed

1 or hidden from existence, asserted or unasserted, or based upon any theory of law or
2 equity now existing or coming into existence in the future, including, but not limited to,
3 conduct which is negligent, intentional, with or without malice, or a breach of any duty,
4 law or rule, without regard to the subsequent discovery or existence of different or
5 additional facts, that Plaintiffs or any Settlement Class Member (including any Clark
6 County Subclass Member or Useful Life Subclass Member) has or may have against the
7 Released Parties that arises out of or is related to in any way to the subject matter of this
8 Litigation. The Released Claims expressly do not include claims for personal injury.

9 1.29. "Settlement Class" means:

10 All Persons that own or have owned buildings, homes, residences or any other
11 structures located in the United States that contain or have ever contained Viega
12 Brass Fittings. Also included in this class are all such Persons' spouses, joint
13 owners, heirs, executors, administrators, mortgagees, tenants, creditors, lenders,
14 predecessors, successors, subsequent owners or occupants, lessees, trusts and
15 trustees, attorneys, agents, and assigns and all Persons who have vested legal rights
such that they have legal standing and are entitled to assert a claim on behalf of
such Settlement Class Members.

16 Settlement Class Members who own or have owned buildings, homes, residences
17 or any other structures located in Clark County, Nevada that contain or have ever
18 contained Viega Brass Fittings are also members of the "Clark County Subclass."
19 Also included in this subclass are all such Persons' spouses, joint owners, heirs,
20 executors, administrators, mortgagees, tenants, creditors, lenders, predecessors,
21 successors, subsequent owners or occupants, lessees, trusts and trustees, attorneys,
agents, and assigns and all Persons who have vested legal rights such that they
have legal standing and are entitled to assert a claim on behalf of such Clark
County Subclass Members.

22 Settlement Class Members who currently own residential property located in the
23 following twelve (12) states: Arkansas, Arizona, California, Delaware, Hawaii,
24 Kansas, Louisiana, Nevada, New Hampshire, Oklahoma, West Virginia and
Wyoming, are also members of the "Useful Life Subclass."

25 The Settlement Class and/or the Clark County Subclass include insurance carriers
26 if their insured otherwise fall within the foregoing definitions and the insurance
27 carrier paid insurance claims for a Failure prior to the date of the Preliminary
Approval Order and thereby obtained legally vested subrogation rights.

28 Persons who seek contribution or indemnity from Viega based on past settlements

1 of, or judgments on, claims by Settlement Class Members, Clark County Subclass
2 Members, or Useful Life Subclass Members, are also included in the Settlement
3 Class and the respective subclass(es), if applicable, if they paid those settlements
4 prior to the date of the Preliminary Approval Order and thereby obtained vested
5 legal rights to pursue such contribution or indemnity claims. To the extent there
6 may in the future be subrogated insurance carriers or Persons who seek
7 contribution or indemnity from Viega because of vesting of legal rights that occurs
8 after the date of the Preliminary Approval Order, they shall not be Settlement Class
9 Members or members of any subclass, but the rights that they take through a
10 Settlement Class Member, a Clark County Subclass Member, or a Useful Life
11 Subclass Member shall be limited by all of the terms, time periods, releases, caps,
12 prohibitions on overlapping or double recoveries, and other provisions of this
13 Agreement.

14 Excluded from the Settlement Class, the Clark County Subclass and the Useful
15 Life Subclass are:

- 16 a) Persons who validly and timely exclude themselves using the procedure set
17 forth in Paragraph 7.3;
- 18 b) Persons who have settled with, released, or otherwise had claims adjudicated
19 on the merits against Viega that are substantially similar to those alleged in this matter;
- 20 c) Persons with only personal injury claims as a result of the defects alleged;
- 21 d) Except as specified above, insurers or other providers of extended service
22 contracts or warranties for the Settlement Class Structures; and
- 23 e) The Honorable William F. Highberger and members of his family.

24 1.30. "Settlement Class Member" means a Person who falls within the
25 definition of the Settlement Class, irrespective of whether such Person submits a Claim
26 Form.

27 1.31. "Settlement Class Structure" means any building, home, residence, or any
28 other structure located in the United States owned by the Settlement Class Members that
contains or has ever contained Viega Brass Fittings irrespective of whether a Claim Form
has been submitted in connection with the structure.

1.32. "Settling Parties" means, collectively, Viega, the Plaintiffs, Clark County
Subclass Representatives, Useful Life Subclass Representatives, and all Settlement Class

1 Members, including all members of the Useful Life Subclass and all members of the Clark
2 County Subclass.

3 1.33. "Special Master" means the Person appointed pursuant to Paragraph 6.2.

4 1.34. "Useful Life Subclass Representatives" means Andrew L. Proclivo,
5 Nancy H. Proclivo, Lawrence Ng, Koren J. Chin-Ng, Don Verdejo, Noreen Verdejo,
6 Christina Anderson, Davey Hernandez, William Martinez, Corinne Martinez, Karen
7 Michaud, Takashi Nishida, Kristin Nishida, Rodney Pyle, and Kim Pyle.

8 1.35. "Viega" means Defendants VG Pipe LLC (successor-in-interest by
9 merger to Vanguard Piping Systems, Inc.) and Viega LLC.

10 1.36. "Viega Brass Fittings" means any and all potable water plumbing system
11 fittings or other components and sub-components used in potable water plumbing
12 systems, made from UNS C36000, UNS C37700, UNS C36500 brass, or similar copper
13 alloys with a zinc content of 15+% designed, manufactured, and/or distributed by
14 Vanguard Piping Systems, Inc., VG Pipe LLC, Viega LLC, or any and all of their current
15 or former related subsidiaries, parent companies, sister companies, and affiliates. This
16 term does not include Viega or Vanguard brand brass fittings made of UNS C69300 or
17 C87850 brass.

18 1.37. The plural of any defined term includes the singular, and the singular of
19 any defined term includes the plural, as the case may be.

20 **2. DENIAL OF ANY WRONGDOING AND LIABILITY**

21 2.1. Viega denies the material factual allegations and legal claims asserted by
22 the Plaintiffs, Clark County Subclass Representatives, Useful Life Subclass
23 Representatives, and Settlement Class Members in the Litigation and Related Actions,
24 including, but not limited to, any and all charges of wrongdoing or liability arising out of
25 any of the conduct, statements, acts or omissions alleged, or that could have been alleged,
26 in the Litigation or Related Actions.

27
28

1 **3. THE BENEFITS OF SETTLEMENT**

2 3.1. Class Counsel, Counsel for the Clark County Subclass, and Counsel for
3 the Useful Life Subclass have satisfied their due diligence duty to the Settlement Class
4 and all subclasses, and conducted a thorough examination and investigation of the law and
5 facts, including substantial discovery relating to the matters set forth in the class action
6 complaint and any amendments thereto giving rise to this Agreement and the claims set
7 forth therein. All of the foregoing counsel, as well as the Plaintiffs, the Clark County
8 Subclass Representatives and the Useful Life Subclass Representatives recognize and
9 acknowledge the expense, effort, and length of continued proceedings that would be
10 necessary to prosecute the Litigation against Viega through trial and appeals. They also
11 evaluated the uncertain outcome and the risk of any litigation, especially in complex
12 actions such as this nationwide class action Litigation, as well as the difficulties and
13 delays inherent in such litigation. They considered the inherent problems of proof of, and
14 possible defenses to, the claims asserted in the Litigation. As a result, Class Counsel,
15 Counsel for the Clark County Subclass and Counsel for the Useful Life Subclass believe
16 that the proposed settlement confers substantial benefits upon the Settlement Class and
17 subclasses. Based on their evaluation of all of these factors, all of the foregoing counsel,
18 Plaintiffs, and subclass representatives have determined that the settlement is in the best
19 interests of the Plaintiffs, the Clark County Subclass Representatives, and the Useful
20 Subclass Representatives, as well as the Settlement Class, the Clark County Subclass, and
21 the Useful Life Subclass. Arm's-length, adversarial settlement negotiations have taken
22 place between Class Counsel, Counsel for the Clark County Subclass, Counsel for the
23 Useful Life Subclass and Viega over an extended period. This Agreement has been
24 reached, subject to Court approval, as the result of such negotiations.

25 **4. SETTLEMENT CONSIDERATION**

26 **A. Consideration for Settlement Class Members**

27 4.1. Commencing fifteen (15) days after the Effective Date and subject to the
28 exclusions in this subsection, each Settlement Class Member shall receive from Viega and

1 hold as a result of this Agreement a Limited Warranty covering reasonably proven
2 incurred or anticipated costs from covered Failures in Viega Brass Fittings installed in a
3 plumbing system contained in a Settlement Class Structure. The Limited Warranty shall
4 run through sixteen (16) years from the Date of Installation of the Viega Brass Fittings.
5 Viega will not provide coverage under the Limited Warranty to any Settlement Class
6 Structure damaged by: (1) components other than those manufactured or sold by Viega;
7 or (2) failure to design, install (otherwise termed "Workmanship" as further detailed
8 below), or inspect or test the system in accordance with Viega's installation instructions in
9 effect at the time of the installation, applicable code requirements, and/or good plumbing
10 practices. This Section 4 and the obligations hereunder create and constitute the Limited
11 Warranty, and no new or separate warranty document shall be delivered to Settlement
12 Class Members. Viega will also not provide coverage under the Limited Warranty to
13 damage caused to the Viega Brass Fittings themselves prior to, during, or after
14 installation, or due to inadequate freeze protection, exposure to water pressures or
15 temperatures in excess of the plumbing system capacities, exposure to unauthorized
16 solvents or chemicals, or any means other than a covered Failure. However, affirmative
17 "Workmanship" defenses to warranty claims are limited to those situations where Failures
18 are due to the excessive use of solder flux, the use of non-code compliant solder flux,
19 overcrimping causing deformation of the Viega Brass Fitting, or undercrimping (as
20 measured with the Viega/Vanguard "Go/No Go" gauge). Except as expressly provided in
21 Sections 4 and 6, nothing in this Agreement will be construed as adding to, diminishing,
22 or otherwise affecting any warranty, duty, or contractual obligation of Viega in connection
23 with the Viega Brass Fittings. Insofar as any claim under this section, Section 4.2, or
24 Section 6 relates to anticipated (as opposed to incurred) costs, such costs shall be
25 documented by a formal bid from a plumbing professional for specified repairs to the
26 property that is the subject of the claim. The bid shall also identify the plumbing
27 professional and provide the professional's contact and licensure information (to the
28

1 extent that licensure is required in the respective jurisdiction where the property is
2 located).

3 4.2. Viega will also pay claimants for their reasonable costs and expenses
4 related to past eligible Failures falling within the Limited Warranty, which were not
5 otherwise reimbursed to the claimant (whether by Viega's warranties, insurance, or
6 otherwise). Specifically, Viega will pay claimants for (1) the reasonably proven incurred
7 or anticipated costs associated with repairs due to the eligible Failure, (2) the reasonably
8 proven material and proven incurred or anticipated labor costs to repair or replace damage
9 to real property in which the failed Viega Brass Fitting was installed, (3) the reasonably
10 proven incurred or anticipated cost to repair or replace other property damaged by the
11 eligible Failure, and (4) reasonably proven incurred or anticipated costs related to
12 temporary housing caused by the eligible Failure. The foregoing damage payments
13 expressly exclude any claimed economic losses such as loss of use and/or loss of value of
14 real or other property, except again that reasonable damages related to temporary housing
15 caused by a Failure may be recovered. Any claimed damage must be the direct result of
16 an eligible Failure and the claimant must have taken reasonable steps to mitigate (i.e.,
17 limit or stop) the effects of the Failure. Reasonable material and labor costs shall include
18 only those reasonably proven incurred or anticipated costs to bring the structure and its
19 contents back to the same finish and quality as existed before the Failure, which shall be
20 established through formal bids, invoices or expense records showing itemized costs. No
21 costs, expenses or damages other than those described in this subsection shall be paid,
22 including those paid or reimbursed to the Claimant by another.

23 4.3. Recovery described in this Section 4.A. shall take place pursuant to the
24 Claims Process described in this Agreement.

25 **B. Consideration for Clark County Subclass Members**

26 4.4. For members of the Clark County Subclass only, the Limited Warranty
27 set forth in Section 4.A. shall extend through nineteen (19) years from the Date of
28 Installation of the Viega Brass Fittings.

1 4.5. Members of the Clark County Subclass are also members of the Useful
2 Life Subclass and are entitled to file claims as set forth in Section 4.C., below.

3 4.6. Recovery described in this Section 4.B. shall take place pursuant to the
4 Claims Process described in this Agreement.

5 **C. Consideration for Useful Life Subclass Members**

6 4.7. In addition to providing the Limited Warranty set forth in Section 4.A., Viega
7 shall also make cash payments to members of the Useful Life Subclass upon a submission
8 of a valid claim within one (1) year after the deadline to provide notice to the Settlement
9 Class. Specifically, Viega shall pay each Useful Life Subclass member \$250 for each
10 residence containing Viega Brass Fittings that the Useful Life Subclass claimant owns,
11 and that otherwise is the subject of a valid claim meeting the requirement set forth in this
12 Agreement.

13 4.8. Recovery described in this Section 4.C. shall take place pursuant to the
14 Claims Process described in this Agreement.

15 **D. Cumulative Nature of Consideration**

16 4.9. The Clark County Subclass Members and Useful Life Subclass Members
17 are also Settlement Class Members and are entitled to all settlement relief and benefits
18 provided to the Settlement Class Members in addition to any other settlement relief and
19 benefits provided to members of either subclass.

20 **E. Security for Settlement Consideration**

21 4.10. To ensure the benefits continue to be provided under this Agreement over
22 the time periods set forth in Sections 4.1 and 4.4, Viega will provide security for the
23 settlement consideration set forth in Sections 4.1 to 4.6 and 6.10 to 6.21 in the amount of
24 \$50 million, in the form of a prepaid insurance policy issued by the global carrier Allianz
25 Global Corporate & Specialty SE. *See Confirmation of Insurance attached hereto as*
26 **Exhibit 7**. For avoidance of doubt, Viega's responsibilities under this Agreement shall
27 not be discharged and shall not be capped by the limits of the insurance. Viega is
28 primarily responsible for claims under the Agreement and remains responsible even after

1 the \$50 million in insurance limits are exhausted. In the event that Viega ceases to pay
2 settlement benefits pursuant to and in accordance with Sections 4.1 to 4.6 and 6.10 to 6.21
3 of this Agreement, Allianz Global Corporate & Specialty North America, Chicago, Ill.
4 shall continue to pay all such valid claims up to the policy limits of \$50 million. Viega
5 will provide Class Counsel and Counsel for the Clark County Subclass with a certified
6 English translation of the pertinent insurance policy no later than fifteen (15) days before
7 the Fairness Hearing in this matter.

8 **F. Plaintiffs', the Clark County Subclass Representatives', and**
9 **Settlement Class Members' Release Obligations**

10 4.11. Upon the entry of the Final Order and Judgment, all Settlement Class
11 Members, and any Person who participates in or receives any payment under this
12 Agreement, on behalf of themselves and their current and former/predecessor agents,
13 heirs, executors and administrators, successors, assigns, insurers, attorneys,
14 representatives, shareholders, owners associations, and any and all Persons who seek to
15 claim through or in the name or right of any of them (the "Releasing Parties"), release and
16 forever discharge (as by an instrument under seal without further act by any person, and
17 upon good and sufficient consideration), Viega and each of its current or former
18 administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister
19 companies/corporations, subsidiaries and affiliates (including without limitation Viega
20 LLC; VG Pipe LLC (successor-in-interest by merger to Vanguard Piping Systems, Inc.),
21 Viega, Inc.; Viega NA LLC (successor-in-interest to Viega NA, Inc.), Vanguard
22 Industries, Inc.; Viega Global GmbH; Viega GmbH & Co. KG; Viega International
23 GmbH), and all other entities, including without limitation manufacturers, suppliers, and
24 distributors (including wholesale and retail distributors), builders, developers, contractors,
25 design professionals, plumbers, installers or others responsible for manufacturing,
26 supplying, distributing, selling, installing, or specifying use of Viega Brass Fittings and all
27 of the foregoing persons' or entities' respective predecessors, successors, assigns and
28 present and former officers, directors, shareholders, employees, agents, attorneys,

1 representatives, as well as their insurers (collectively, the “Released Parties”) from each
2 and every claim of liability, on any legal or equitable ground whatsoever, including relief
3 under federal law or the laws of any state, regarding or related to Viega Brass Fittings,
4 including without limitation all claims, damages, punitive or exemplary damages, fees,
5 costs, expenses or liability on any legal or equitable ground whatsoever, and regardless of
6 whether such claims might have been or might be brought directly or indirectly, or
7 through subrogation or assignment or otherwise, on account of or related to claims that the
8 Viega Brass Fittings are inadequate or of poor or insufficient quality or defective, due to
9 corrosion, potential corrosion, or otherwise, which were alleged or could have been
10 alleged in the Litigation or in similar actions. This release expressly excludes any and all
11 warranties preserved under this Agreement, as described in 1.18, and Settlement Class
12 Members’ claims for damages related to Workmanship issues as defined above against all
13 Released Parties except for Viega and its current or former parent
14 companies/corporations, sister companies/corporations, subsidiaries and affiliates, to the
15 extent such claims are denied by Viega due to Workmanship issues. Should a Released
16 Party pursue any claim or request for reimbursement of attorneys’ fees and/or costs
17 against any Releasing Party in the Litigation or any of the Related Actions, that Releasing
18 Party’s release described herein shall be considered void ab initio as to only the Released
19 Party pursuing the claim or request.

20 4.12. The releases provided for herein are as a result of membership as a
21 Settlement Class Member to this Agreement or status as a Person with a legal right to
22 assert claims of a Settlement Class Member, the Court’s approval process herein, and
23 occurrence of the Effective Date, and are not conditional on receipt of payment by any
24 particular member of the Settlement Class. It is the intent of the Settling Parties and this
25 Agreement that Persons who, after the date of the Preliminary Approval Order, acquire
26 legal rights to assert claims within the scope of this Agreement that belong initially to a
27 Settlement Class Member shall take such rights subject to all of the terms, time periods,
28

1 releases, caps, prohibitions against overlapping or double recoveries, and other provisions
2 contained herein.

3 4.13. The release provided by this Agreement shall be and is broad and
4 expansive and shall include release of all damages, burden, obligation of liability of any
5 sort, including, without limitation, penalties, punitive damages, exemplary damages,
6 statutory damages, damages based upon a multiplication of compensatory damages, court
7 costs, or attorneys' fees or expenses, which might otherwise have been made in
8 connection with any claim that the Viega Brass Fittings are inadequate or of poor or
9 insufficient quality or defective, due to corrosion, potential corrosion or otherwise.

10 4.14. This release does not affect any claims for personal injury the Settlement
11 Class Members may now or in the future possess. This release does include all claims
12 that the Settlement Class Members have or may hereafter discover including, without
13 limitation, claims, injuries, damages, or facts in addition to or different from those now
14 known or believed to be true with respect to any matter disposed of by this Agreement.
15 By this Agreement, the Settlement Class Members have fully, finally, and forever settled
16 and released any and all such claims, injuries, damages, or facts whether known or
17 unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether
18 or not concealed or hidden, which exist, could exist in the future, or heretofore have
19 existed upon any theory of law or equity now existing or coming into existence in the
20 future related to matters arising from or in any way related to, connected with, or resulting
21 from the Viega Brass Fittings, including, but not limited to, conduct which is negligent,
22 reckless, willful, intentional, with or without malice, or a breach of any duty, law, or rule,
23 without regard to the subsequent discovery or existence of such different or additional
24 facts. The Settlement Class Members shall be deemed by operation of the Final Order and
25 Judgment to have acknowledged, that the foregoing waiver was separately bargained for
26 and a key element of the settlement of which the releases herein are a part. The
27 Settlement Class Members expressly and intentionally waive any and all rights and
28 benefits which they now have or in the future may have under the terms of the law

1 (whether statutory, common law, regulation, or otherwise) of any other state or territory of
2 the United States as related to matters arising from or in any way related to, connected
3 with, or resulting from the Viega Brass Fittings.

4 4.15. Class Counsel and Counsel for the Clark County Subclass shall cooperate
5 with Released Parties to ensure that the releases set forth in the Final Approval Order are
6 given their full force and effect (including by seeking the inclusion of the releases in the
7 Final Order and Judgment and the Claims Forms) and to ensure that Releasing Parties
8 comply with their obligations set forth in this Agreement.

9 4.16. In the event that any Releasing Party seeks to invoke California Civil
10 Code § 1542, which provides that:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
12 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
13 EXIST IN HIS OR HER FAVOR AT THE TIME OF
14 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
15 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
16 SETTLEMENT WITH THE DEBTOR

17 (or any other like provision or principle of law of any jurisdiction) in connection with the
18 plumbing systems that contain Viega Brass Fittings, the Releasing Parties and each of
19 them now expressly waive the provision of California Civil Code § 1542 (or any other
20 like provision or principle of law of any jurisdiction) to the full extent that these
21 provisions may be applicable to this release. Each of the Releasing Parties hereby does,
22 and shall be deemed to, have considered the possibility that the number or magnitude of
23 all claims may not currently be known; nevertheless, each of the Releasing Parties
24 assumes the risk that claims and facts additional, different, or contrary to the claims and
25 facts that each believes or understands to exist may now exist or may be discovered after
26 this Agreement becomes effective. Each of the Releasing Parties agrees that any such
27 additional, different, or contrary claims and facts shall in no way limit, waive, or reduce
28 the foregoing release, which shall remain in full force and effect. Nothing in this
paragraph shall be construed as modifying or limiting the other provisions of this
Agreement concerning the potential availability of Settlement Claims.

1 4.17. It is the intent of the Settlement Class Members that no Releasing Party
2 shall recover, directly or indirectly, any sums for claims released by operation of this
3 Agreement, including, without limitation, to the claims settled and released herein, from
4 the Released Parties, other than sums received under this Agreement and that the Released
5 Parties shall have no obligation to make any payments to any non-parties for liability
6 arising out of claims released by operation of this Agreement.

7 4.18. It is the intent of the Settling Parties that no Releasing Party shall recover,
8 directly or indirectly, any sums for claims released by operation of this Agreement,
9 including, without limitation, to the claims settled and released herein, from the Released
10 Parties, other than sums received under this Agreement and that the Released Parties shall
11 have no obligation to make any payments to any non-Released Parties for liability arising
12 out of claims released by operation of this Agreement.

13 4.19. If, notwithstanding the intention of the Settling Parties expressed herein,
14 any release given by the Releasing Parties is not given its full effect by operation of law,
15 then the Releasing Parties shall be deemed to have and do hereby transfer and assign to
16 the Released Parties all claims, if any, that were deemed not released, to the extent
17 necessary to effectuate the intent of the release.

18 4.20. To effectuate the foregoing releases, among other things and in addition
19 to entry of judgment dismissing *Verdejo* with prejudice, within five (5) days of the
20 Effective Date of the settlement, the Settling Parties shall dismiss with prejudice all other
21 Related Actions (or portions relating to Released Claims, if other claims are alleged) and
22 all other actions that are part of the Litigation. Except as provided in this Agreement,
23 there shall be no fee or cost recovery, to any party, in any Related Action or any other
24 action that is part of this Litigation.

25 **5. NOTICE TO THE SETTLEMENT CLASS**

26 5.1. The Court-approved Claims Administrator shall be responsible for
27 implementing the Notice Plan. Viega shall be responsible for all costs in implementing
28 the Notice Plan. Moreover, as a condition of its retention, the Claims Administrator must

1 agree that (a) it will fulfill all responsibilities and duties assigned to the Claims
2 Administrator under the terms of this Agreement, and (b) the Settling Parties and their
3 Counsel, as well as the Released Parties, reserve all claims and rights for any failure by
4 the Claims Administrator to fulfill its responsibilities and duties.

5 5.2. Dissemination of Notice to the Settlement Class shall be accomplished
6 pursuant to the Notice Plan. The Claims Administrator, along with Class Counsel,
7 Counsel for the Clark County Subclass, Counsel for the Useful Life Subclass, and Viega,
8 shall be responsible for, without limitation: (i) arranging for the mailing of Notice and
9 Claim Form in the same form as the exemplars submitted as **Exhibits 1 and 3** to this
10 Agreement; (ii) arranging for the mailing of the Postcard Notice in the same form as the
11 exemplar submitted as **Exhibit 6**; (iii) arranging for and maintaining the settlement
12 website (www.verdejo settlement.com), published notice (in the same form as the
13 exemplar submitted as **Exhibit 2** to this Agreement), and fulfilling other aspects of the
14 Notice Plan; and (iv) administration of claims as set forth below. The Claims
15 Administrator shall also design and implement a plan for notification of this Agreement
16 through publication, which shall satisfy the due process rights of Settlement Class
17 Members. The Claims Administrator shall also design, implement and maintain a website
18 for notification of this Agreement by online means. The documents and website described
19 in this Paragraph shall make Settlement Class Members aware of the substantial
20 improvements in the Settlement over the previously proposed settlement that was
21 preliminarily approved by the Court on or about September 5, 2013.

22 5.3. The Claims Administrator (and any person retained by the Claims
23 Administrator) shall sign a confidentiality agreement, which shall provide that the names,
24 addresses and other information about specific Settlement Class Members provided by
25 either Viega, Class Counsel, Counsel for the Clark County Subclass, Counsel for the
26 Useful Life Subclass, or by individual Settlement Class Members shall all be treated as
27 confidential and shall be used by the Claims Administrator only as required by this
28

1 Agreement. Class Counsel and Viega shall be in agreement on the form and content of
2 the confidentiality agreement discussed in this provision.

3 5.4. The Claims Administrator or person(s) under the control and supervision
4 of the Claims Administrator shall mail Notice using the same language and in
5 substantially the same form as the mailed Notice attached hereto as **Exhibit 1** by first-
6 class postage prepaid U.S. Mail, to Settlement Class Members who have addresses
7 identified through the sources specified in the Notice Plan. The Claims Administrator has
8 already been provided the last-known mail address data obtained by Viega from its
9 warranty and service and discount program data, which address data will be processed by
10 the Claims Administrator through the National Change of Address database (where a
11 specific owner is known), the Coding Accuracy Support System and Delivery Point
12 Validation system for the purpose of verifying and updating the addresses.

13 5.5. Together with the Notice, the Claims Administrator shall mail the Claim
14 Form by first-class postage prepaid U.S. Mail to all known original and subsequent
15 owners and lessees of Settlement Class Structures, or their counsel in the event such
16 persons are known to be represented, as well as others known to be affected by this
17 Agreement. The mailed Claim Form shall use the same language and be substantially in
18 the same form as the exemplar submitted as **Exhibit 3**. The Claims Administrator shall
19 mail the Notice and Claim Form to the Settlement Class Members within twenty (20) days
20 of the entry of the Preliminary Approval Order.

21 5.6 Unless the Claims Administrator receives a Notice and Claim Form
22 returned from the United States Postal Service for reasons discussed below in this
23 Paragraph, the Notice and Claim Form shall be deemed mailed and received by the
24 Settlement Class Member to whom it was sent five (5) days after mailing. In the event
25 that subsequent to the first mailing of the Notice and Claim Form, the Notice and Claim
26 Forms are returned to the Claims Administrator by the United States Postal Service with a
27 forwarding address for the recipient, the Claims Administrator shall re-mail the notice to
28 that address, and the forwarding address shall be deemed the updated address for that

1 Settlement Class Member. In the event that subsequent to the first mailing of the Notice
2 and Claim Form, the Notice and Claim Form are returned to the Claims Administrator by
3 the United States Postal Service because the address of the recipient is no longer valid,
4 and the name of the Settlement Class Member is known, the Claims Administrator shall
5 perform a standard skip trace in an effort to attempt to ascertain the current address of the
6 particular Settlement Class Member in question and, if such an address is ascertained, the
7 Claims Administrator will promptly re-send the Notice and Claim Form; if no Updated
8 Address is obtained for that Settlement Class Member, the Notice and Claim Form shall
9 be sent again to the last known address. In either event, the Notice and Claim Form shall
10 be deemed received by the Settlement Class Member once it is mailed for the second time.

11 5.7. The Claims Administrator shall also provide a copy of the Notice and/or
12 Claim Form to any Settlement Class Member who requests the Notice and Claim Form.

13 5.8. The Claims Administrator or person(s) under the control and supervision
14 of the Claims Administrator shall also mail Postcard Notices using the same language and
15 in substantially the same form as the mailed Postcard Notice attached hereto as **Exhibit 6**
16 by first-class postage prepaid U.S. Mail, to homeowners associations, common interest
17 developments, condominium associations, and similar entities identified by the Claims
18 Administrator as part of the Notice Plan.

19 5.9 The Claims Administrator shall maintain a current and correct copy of the
20 Notice and the Claim Form on the website (www.verdejosettlement.com) such that the
21 Notice and the Claim Form may be accessed by any Settlement Class Member.

22 5.10. Within fifteen (15) days after the deadline to mail the Notice and Claim
23 Form to Settlement Class Members in Paragraph 5.5, the Claims Administrator shall
24 provide declarations to the Court, with a copy to Class Counsel, Counsel for the Clark
25 County Subclass, and Defense Counsel, attesting to the measures undertaken to provide
26 Notice and Claim Forms to the Settlement Class, as well as Postcard Notices to the
27 entities identified in Paragraph 5.8.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. **CLAIMS ADMINISTRATION AND CLAIMS PROCEDURE**

6.1. Class Counsel, Counsel for the Clark County Subclass, Counsel for the Useful Life Subclass, and Defense Counsel shall prepare a claims procedure that sets forth with specificity the process for assessing and determining the validity and value of claims and a payment methodology to qualifying Settlement Class Members. Only Settlement Class Members shall be eligible to make a claim. The Settling Parties shall work together to obtain the necessary Court approval for all claims procedures and all plans for allocation and distribution of the monies under this Agreement.

6.2. For purposes of the Claims Process, Class Counsel, Counsel for the Clark County Subclass, Counsel for the Useful Life Subclass, and Defense Counsel will retain the services of a Claims Administrator and a Special Master. The Claims Administrator shall be responsible for effectuating the Claims Process. The Special Master shall be responsible for resolving all disputes arising as a result of the Claims Process, if any, and will be appointed by the Court. Viega shall pay all reasonable fees and expenses of the Claims Administrator and Special Master.

6.3. In no event shall the Settling Parties or their Counsel or the Released Parties have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator, the Special Master, or their agents.

6.4. The Claims Administrator shall:

- a. use personal information acquired as the result of this Agreement solely for purposes of evaluating and paying claims under this Agreement; and
- b. assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; and
- c. take security countermeasures to prevent unauthorized access to personal information, and loss, destruction, falsification and leakage of personal information; and

- 1 d. if outsourcing the handling of personal information, determine that
2 outsourced companies take steps to ensure appropriate management of the
3 information to prevent leaks of personal or confidential information, and
4 prohibit re-use of information for other purposes; and
5
6 e. respond immediately with appropriate measures then necessary to disclose,
7 correct, stop using, or eliminate contents of information; and
8
9 f. following the completion of the Claims Period and in compliance with
10 applicable retention law, destroy all personal information obtained in
11 connection with this settlement in a manner most likely to guarantee that
12 such information not be obtained by unauthorized persons.

13
14 6.5. Any Settlement Class Member who wishes to make a claim must
15 completely fill out and sign a Claim Form that contains a release and consent to the
16 dismissal of any pre-existing action or proceeding in their name or others on his or her
17 behalf relating to the Viega Brass Fittings and must provide the Claims Administrator
18 with all requested information. The Claims Administrator shall perform administrative
19 checks to ensure that Claim Forms contain all required information. The Release
20 contained in the Claim Form and required by this paragraph shall in no way be construed
21 to limit, amend, or alter the terms of the releases provided by this Agreement.

22 6.6. The Settling Parties intend to bind and include in the Settlement Class all
23 Persons in the United States who own, have owned, or in the future may own, or have a
24 financial interest or stake in, buildings, homes, residences or any other structures which
25 contain or have ever contained Viega Brass Fittings, to the terms and conditions of this
26 Agreement, other than those who validly opt-out and exclude themselves as Settlement
27 Class Members from this Agreement and other Persons excluded under this Agreement.

28 6.7. The Settling Parties and their attorneys will work with the Claims
Administrator to establish standards for reporting and approving claims submitted by
Settlement Class Members. Viega (or its designee) shall decide whether to grant or to
deny the claim in the first instance. For claims due, or otherwise timely submitted within
the Claims Period, *before* the Effective Date of the settlement, such determination shall be

1 made within sixty (60) days of the Effective Date of the settlement. For claims due, or
2 otherwise timely submitted within the Claims Period, *after* the Effective Date of the
3 settlement, such determination shall be made within sixty (60) days of the submission of
4 the claim. In either case, payment will be made in cash (in the form of a check valid for
5 180 days from the date of issue, sent via first-class United States mail to the address
6 shown on the Claim Form) to each Settlement Class Member making a valid claim. If the
7 check issued to a Settlement Class Member under the terms of this Agreement is lost or
8 otherwise not cashed, there shall be no further obligation to make payment to such
9 Settlement Class Member on the claim for which the check was issued. Nothing in this
10 paragraph shall prohibit a Settlement Class Member from filing a new claim for an
11 additional or subsequent Failure.

12 6.8. In the event Viega (or its designee) denies a claim, the Claimant or
13 Claimant's counsel (to the extent known) will be informed and given 60 days to appeal.
14 Any appeal will be adjudicated by the Special Master who shall independently determine
15 the validity of the claim. The Settling Parties will have a reasonable opportunity to
16 present two-page statements to the Special Master setting forth their position about
17 whether the claim should be deemed eligible or ineligible for inclusion in the Claims
18 Process. The decisions of the Special Master within his or her jurisdiction pursuant to this
19 Agreement shall be final and binding on all the Settling Parties.

20 6.9. Viega shall pay all costs of the administration of the claims, including,
21 but not limited to, any costs associated with the Special Master's review.

22 **A. Claims for Failures Based on Eligible Leaks**

23 6.10. For eligible claims submitted in the Claims Process for Viega Brass
24 Fittings that have experienced a covered Failure based on eligible leaks, Viega will pay
25 the Claimant for reasonable, documented incurred or anticipated costs described in
26 Section 4.2. This same procedure applies to claims made by Clark County Subclass
27 members, subject to the specific conditions outlined in Section 4.4.
28

1 6.11. Any Claimant making a claim based on a Failure, repair, or replacement
2 of a Viega Brass Fitting shall provide reasonable proof of the presence of a Viega Brass
3 Fitting in the subject property including the fitting that experienced the claimed Failure, a
4 completed Claim Form, and sufficient documentation (*i.e.*, photographs, invoices, video,
5 or other support) that demonstrates a dezincification-induced failure in the Viega Brass
6 Fitting. Claimants may establish that their claim is based on Viega Brass Fittings by
7 exercising one of the four proof options in Section 6.23(b) of this Agreement.

8 6.12. A Claimant who currently owns a single-dwelling unit (whether a stand-
9 alone home or unit that is part of a multi-unit building) that has experienced one (1)
10 covered Failure based on an eligible leak in the past or at any time during the period of the
11 Limited Warranty, is entitled to payment of the reasonably incurred or anticipated costs
12 for the refitting of the failed Viega Brass Fitting – *i.e.*, replacement of the failed fitting,
13 but not replacement of the plumbing system. In those portions of the plumbing system in
14 which a refitting is impracticable, the Claimant is entitled to payment of, or Viega shall
15 pay, reasonably incurred or anticipated costs for replumbing that portion of the plumbing
16 system to address the Failure.

17 6.13. A Claimant who currently owns a single-dwelling unit (whether a stand-
18 alone home or unit that is part of a multi-unit building) that has experienced two (2) or
19 more covered Failures based on an eligible leak in the past or at any time during the
20 period of the Limited Warranty, is entitled to payment of reasonably incurred or
21 anticipated costs for the refitting of the entire plumbing system – *i.e.*, replacement of all
22 fittings, but not replacement of pipes or other unaffected components. In those portions of
23 the plumbing system in which a refitting is impracticable, the Claimant is entitled to
24 payment of reasonably incurred or anticipated costs for replumbing those portions of the
25 plumbing system to address the Failures, provided that Viega refits the entire plumbing
26 system.

27 6.14. A Claimant who predicates a claim on a Multi-Dwelling Unit containing
28 Viega Brass Fittings is entitled to reasonably incurred or anticipated costs of refitting the

1 affected plumbing system if the system has experienced covered Failures based on eligible
2 leaks in 30% or more of the units. In those portions of the plumbing system in which a
3 refitting is impracticable, the Claimant is entitled to payment of reasonably incurred or
4 anticipated costs for replumbing those portions of the plumbing system to address the
5 Failures, provided that Viega refits the entire plumbing system.

6 6.15. Viega may conduct, at its expense, upon reasonable notice and at a time
7 convenient to the Claimant, an inspection of the Claimant's property to verify the claim
8 and ensure that a refit/replumb has occurred. Such an inspection must be prompt, and
9 may be carried out by a designee of Viega.

10 **B. Claims for Failures Based on Eligible Occlusion**

11 6.16. For eligible claims submitted in the Claims Process for plumbing systems
12 that have experienced a Failure based on a zinc oxide occlusion, Viega will pay the
13 Claimant for reasonable, documented, incurred or anticipated costs described in Section
14 4.2. This same procedure applies to claims made by Clark County Subclass members,
15 subject to the specific conditions outlined in Section 4.4.

16 6.17. Any Claimant making a claim based on a Failure based on a zinc oxide
17 occlusion shall provide proof of the presence of Viega Brass Fittings in the subject
18 property including the Fitting on which their claim is based, as well as a completed Claim
19 Form and documentation sufficient to support the claim (*i.e.*, photographs, invoices,
20 video, or other support) and establish dezincification-induced failure in the Viega Brass
21 Fitting. The Claimant shall also furnish reasonable proof that the Failure based on an
22 occlusion has resulted in a drop in the water flow rate below the minimum requirements
23 as set forth in Section 604, Table 604.3 of the International Plumbing Code (2012), but for
24 unrestricted flow as measured via flow meter ahead of the respective fixture. Claimants
25 may establish that their claim is based on Viega Brass Fittings by exercising one of the
26 four (4) proof options in Section 6.23(b) of this Agreement.

27 6.18. Viega may request, at its expense, an inspection of the Claimant's
28 property to verify the water flow differential. Such an inspection must be prompt, and

1 may be carried out by a designee of Viega upon reasonable notice and at a time
2 convenient to the Claimant.

3 6.19. A Claimant who currently owns a single-dwelling unit (whether a stand-
4 alone home or unit that is part of a multi-unit building) that has experienced a Failure
5 based on an occlusion during the Limited Warranty, may request reasonably incurred or
6 anticipated costs for the remediation of the affected plumbing system. For eligible water
7 flow rate differential claims, Viega will pay a contractor of its choice or the Claimant
8 (where reimbursement is proper) the reasonable costs associated with performing the
9 repair or replacement of the affected fitting(s) and pipe necessary to restore the minimum
10 water flow rate per Section 604, Table 604.3 of the International Plumbing Code (2012)
11 (unrestricted flow, *supra*) to the affected fixture in the Claimant's plumbing system. Such
12 a qualified repair or replacement process will begin with the replacement of fittings at the
13 hot water heater and shall continue with replacement of Viega Brass Fittings until the flow
14 differential is cured.

15 6.20. A Claimant who predicates a claim on a Multi-Unit Dwelling containing
16 Viega Brass Fittings may submit a request for the reasonably incurred or anticipated cost
17 of remediation of the plumbing system if the system has experienced Failures based on
18 occlusions that are eligible, as discussed above, in 30% or more of the units.

19 6.21. Viega may conduct, at its expense, upon reasonable notice and at a time
20 convenient to the Claimant, an inspection of the Claimant's property to verify the claim
21 and ensure that the remediation has occurred. Such an inspection must be prompt and
22 may be carried out by a designee of Viega.

23 **C. Useful Life Claims**

24 6.22. For eligible claims meeting the requirements of this Agreement that are
25 submitted by a member of the Useful Life Subclass in the Claims Process for Viega Brass
26 Fittings ("Useful Life Claim"), Viega will pay the Claimant in accordance with Section
27 4.7.

28

1 6.23. Any Claimant making a Useful Life Claim shall be required to complete
2 a Claim Form for each residence owned and must provide, at a minimum:

3 a) A sworn averment, under penalty of perjury, that all claim requirements
4 are met (e.g., that the Claimant has Viega Brass Fittings in a potable
5 water system and reasonably believes the useful life of his/her Viega
6 Brass Fittings may have been impeded); and

7 b) Accompanying proof meeting one of the four (4) options:

8 (i) A Vanguard-marked brass fitting (comporting with the definition of
9 “Viega Brass Fittings” under Section 1.31 above) removed from
10 his/her Vanguard/Viega potable water system with accompanying
11 physical, photographic or other documentary evidence that this Viega
12 Brass Fitting was taken from a Vanguard/Viega PEX system (e.g.,
13 photographs of Vanguard/Viega branded PEX pipe secured to the
14 fitting by a black annealed copper crimp ring);

15 (ii) photographs of a Vanguard-marked Viega Brass Fitting from his/her
16 Vanguard/Viega potable water system including photographs
17 showing all manufacturers’ markings on the fitting and
18 accompanying photographic or other documentary evidence of a
19 Vanguard/Viega PEX system (e.g., photographs of Vanguard/Viega
20 branded PEX pipe secured to the fitting by a black annealed copper
21 crimp ring);

22 (iii) a Vanguard/Viega branded PEX pipe secured by a black annealed
23 copper crimp ring to an ASTM F1807 brass fitting that comes from
24 and bears the markings of a Vanguard/Viega supplier (*i.e.* Marshall
25 Brass, Comap SA, AH-U, Giacomini, or Linx, LTD) and that does
26 not bear the markings of one of Vanguard/Viega’s competitors;

27 (iv) photographs of a Vanguard/Viega branded PEX pipe secured by a
28 black annealed copper crimp ring to an ASTM F1807 brass fitting—

1 including photographs showing all manufacturers' markings on the
2 fitting—where such fitting comes from a Vanguard/Viega supplier
3 (i.e. Marshall Brass, Comap SA, AH-U, Giacomini, or Linx, LTD)
4 and does not bear the markings of one of Vanguard/Viega's
5 competitors.

6 A Useful Life Claim shall not preclude claims for Eligible Leaks, Eligible
7 Occlusions and/or Past Failures as provided for in Sections 6(A), 6(B) and/or 6(D). Viega
8 may conduct, at its expense, upon reasonable notice, an inspection of the Claimant's
9 property to verify the claim. Such an inspection must be prompt, and may be carried out
10 by a designee of Viega.

11 **D. Claims Period for Past Failures**

12 6.24. Any claim accruing prior to the date Notice is mailed, must be made
13 within one-hundred eighty (180) days of the date Notice is mailed. Any claim accruing
14 after the date Notice is mailed must be made within one-hundred eighty (180) days of
15 accrual. This 180-day claims period is six times longer than that offered under the
16 original Limited Warranty offered prior to the settlement on Viega Brass Fittings. A
17 claim for Past Failure shall not preclude claims for Eligible Leaks, Eligible Occlusions
18 and/or Useful Life Claims as provided for in Sections 6(A), 6(B) and/or 6(C).

19 7. **OBJECTIONS AND REQUESTS FOR EXCLUSION BY**
20 **SETTLEMENT CLASS MEMBERS**

21 7.1. Any Settlement Class Member who intends to object to the fairness,
22 reasonableness and adequacy of the settlement ("Objections") must mail a written
23 Objection to the Claims Administrator by first-class mail with postage paid. The Claims
24 Administrator will then serve any Objections received on Class Counsel, Counsel for the
25 Clark County Subclass, Defense Counsel, and all other parties due notice in this case by
26 LexisNexis File & Serve Xpress. The Claims Administrator will then also file any such
27 Objections with the Court. Objections must be postmarked not later than forty-five (45)
28 days after the date of the mailing of Notice. In his/her Objections, an objecting Settlement

1 Class Member must: (a) set forth his/her full name, current address, and telephone
2 number; (b) identify the address of the building or structure giving rise to standing to
3 make an Objection and establish the sender's status as a Settlement Class Member, if the
4 sender's current address is different; (c) identify the owner of the building or structure if
5 the Settlement Class Member is not the owner of the building or structure; (d) set forth the
6 basis for the Settlement Class Member's conclusion that the building or structure contains
7 Viega Brass Fittings; (e) state that the objector has reviewed the Settlement Class
8 definition and understands that he/she is a Settlement Class Member, and has not opted
9 out of the Settlement Class; (f) set forth a complete statement of all legal and factual bases
10 for any Objection that the objector wishes to assert; and (g) provide copies of any
11 documents that the objector wishes to submit relating to his/her position.

12 7.2. In addition to the requirements set forth in Paragraph 7.1, objecting
13 Settlement Class Members must state in writing whether the objecting Settlement Class
14 Member intends to appear at the Fairness Hearing(s) either with or without separate
15 counsel. No Settlement Class Member shall be entitled to be heard at the Fairness
16 Hearing (whether individually or through separate counsel) or to object to the settlement,
17 and no written Objections or briefs submitted by any Settlement Class Member shall be
18 received or considered by the Court at the Fairness Hearing, unless written Notice of the
19 Settlement Class Member's intention to appear at the Fairness Hearing and copies of any
20 written Objections or briefs shall have been served on the Claims Administrator on or
21 before forty-five (45) days after the date of the mailing of the Notice. In addition to its
22 obligations to serve and file Objections, the Claims Administrator will also serve any
23 Notices of a Settlement Class Member's intention to appear at the Fairness Hearing and
24 associated briefing received on Class Counsel, Counsel for the Clark County Subclass,
25 Defense Counsel, and all other parties due notice in this case by LexisNexis File & Serve
26 Xpress. The Claims Administrator will also file any such Notices of a Settlement Class
27 Member's intention to appear at the Fairness Hearing and associated briefing with the
28 Court by filing such documents directly or arranging for such documents to be filed by

1 Class Counsel or Defense Counsel. Settlement Class Members who fail to serve timely
2 written objections in the manner specified above shall be deemed to have waived any
3 Objections and shall be foreclosed from making any Objection (whether by appeal or
4 otherwise) to the settlement.

5 7.3. Settlement Class Members may elect to exclude themselves from this
6 Agreement, relinquishing their rights to benefits under this Agreement. Because this
7 Agreement provides substantially more benefits than the prior settlement, and the
8 settlement class relating to the prior settlement never was finalized in any event,
9 Settlement Class Members will again need to decide whether to exclude themselves from
10 this settlement and the benefits provided under this Agreement. In all cases where, as of
11 the date of the settlement, an individual or entity would be considered a Settlement Class
12 Member (but for an opt-out), there must be evidence of the individual or entity's intention
13 to opt-out of the Settlement Class.

14 Exclusion or "opt out" rights may be exercised by the counsel representing any
15 individual or entity who would otherwise be a Settlement Class Member possessing
16 claims covered by the release provided that counsel attests in the exclusion or "opt out"
17 that: (a) counsel signing the opt-out has been retained by the Settlement Class Member;
18 (b) that the Settlement Class Member has been advised of the consequences of opting-out,
19 including that no settlement benefits will be received; (c) counsel signing the opt-out has
20 been authorized by the Settlement Class Member to exercise the exclusion or "opt out"
21 right on behalf of the Settlement Class Member; and (d) the Settlement Class Member has
22 been given a copy of the opt-out and attestation. Such opt-outs also shall include a clear
23 specification of the name of the Settlement Class Member(s) represented by that counsel
24 and all premises sought to be opted-out (e.g., by address, unit number for units, by
25 designation of boundaries for unnumbered premises).

26 In any instance of exclusion or "opt out" where there is no single individual or
27 entity that owns the right to make a claim on the Viega Brass Fittings (e.g., where the opt-
28 out is a homeowners association or real estate investment trust), the opt-out shall: (a) be

1 accompanied by proof that the individual/entity opting-out has received a valid
2 assignment of the claims sought to be opted out (e.g., by providing the assignment
3 agreement, relevant provision of in-force CC&Rs, or a contract); (b) attest that the opt-out
4 is exercised by the person(s)/entit(ies) validly authorized to do so under the assignment;
5 and (c) attest that the assignee has given notice of its opt-out and the consequences thereof
6 to all persons who might otherwise receive benefits under the settlement, but for the
7 assignee's opt-out (e.g., notice shall be provided to unit owners in a case where an HOA
8 exercises the opt-out right granted under a valid assignment). Such opt-outs also shall
9 include a clear specification of all premises sought to be opted-out (e.g., by address, unit
10 number for units, by designation of boundaries for unnumbered premises).

11 Settlement Class Members who exclude themselves from the settlement will not
12 release their claims as per Paragraphs 4.11-4.19. All opt-outs, whether made by the
13 putative Settlement Class Member personally, by counsel or by a valid assignee, must
14 send to the Claims Administrator a letter including: (a) the opt-out's name, current
15 address, and telephone number; (b) identify the address of the building or structure giving
16 standing to "opt out" and the sender's status as a person who would be a Settlement Class
17 Member but for the "opt-out," if the sender's current address differs from the address for
18 the property for which the Settlement Class Member has asserted a claim; (c) identify the
19 owner of the building or structure if the Settlement Class Member is not the owner of the
20 building or structure; (d) provide a statement indicating that an election to be excluded
21 from the Settlement Class; and (e) signed by the Settlement Class Member, or retained
22 counsel (if the requirements specified above are met), or valid assignee (if the
23 requirements specified above are met). Any request for exclusion must be postmarked on
24 or before forty-five (45) days after the date of the mailing of Notice. The date of the
25 postmark on the return-mailing envelope shall be the exclusive means used to determine
26 whether a request for exclusion has been timely submitted. Settlement Class Members
27 who fail to submit a valid and timely request for exclusion on or before the date specified
28 in the Preliminary Approval Order and Notice, or on such other date set by the Court,

1 shall be bound by all terms of the Agreement and the Final Order and Judgment,
2 regardless of whether they have requested exclusion from the settlement. Any disputes as
3 to the validity of a request for exclusion shall be adjudicated by the Court.

4 7.4. Any Settlement Class Member who submits a timely request for
5 exclusion may not file an Objection to the settlement and shall be deemed to have waived
6 any rights or benefits under this Agreement.

7 7.5. Class Counsel, Counsel for the Clark County Subclass, and Counsel for
8 the Useful Life Subclass will support the settlement and will seek the Court's approval of
9 its terms. Accordingly, Class Counsel, Counsel for the Clark County Subclass, and
10 Counsel for the Useful Life Subclass agree that they will not solicit, facilitate, or promote
11 requests for exclusion/opt-outs, Objections, or continued litigation by putative or actual
12 Settlement Class Members, Clark County Subclass Members, and/or Useful Life Subclass
13 Members, provided however that this shall not prohibit Class Counsel, Counsel for the
14 Clark County Subclass, and Counsel for the Useful Life Subclass from referring a putative
15 or actual Settlement Class Member, Clark County Subclass Member, or Useful Life
16 Subclass Members to the settlement website, informing a putative or actual Settlement
17 Class Member, Clark County Subclass Member, or Useful Life Subclass Member to seek
18 separate counsel, or transferring the file of a putative or actual Settlement Class Member,
19 Clark County Subclass Member, or Useful Life Subclass Member previously represented
20 by Class Counsel, Counsel for the Clark County Subclass, or Counsel for the Useful Life
21 Subclass to new counsel.

22 7.6. Not later than fourteen (14) days after the deadline for submission of
23 requests for exclusion, the Claims Administrator shall provide to Class Counsel, Counsel
24 for the Clark County Subclass, and Defense Counsel a complete exclusion list together
25 with copies of the exclusion requests.

26 7.7. If in excess of seven thousand five hundred (7,500) units that are within
27 the Settlement Class elect to be excluded from the Settlement Class and submit a valid
28 request for exclusion as set forth in Paragraph 7.3, Viega shall have the right to withdraw

1 from the settlement, upon written notice to Class Counsel and Counsel for the Clark
2 County Subclass.

3 7.8. Twenty-one (21) days after expiration of the deadline for objections
4 and/or requests for exclusion from the settlement as approved by the Court and set forth in
5 the Notice, or other such date set by the Court, the Fairness Hearing shall be conducted to
6 determine final approval of the settlement, along with the amount properly payable for
7 Attorneys' Fees, Costs and All Other Expenses ("Fairness Hearing"). Upon final approval
8 of the settlement by the Court at or after the Fairness Hearing, the Settling Parties shall
9 present the Final Order and Judgment in a form agreed upon by the Settling Parties.

10 7.9. Seven (7) days prior to the date set for the Fairness Hearing, Counsel for
11 the Settling Parties shall file their briefs in support of settlement approval. Counsel for the
12 Settling Parties shall concurrently file responses to objections made by Settlement Class
13 Members.

14 **8. SETTLEMENT HEARING AND STAY OF RELATED ACTIONS**

15
16 8.1. Class Counsel, with endorsement by Counsel for the Clark County
17 Subclass and the Useful Life Subclass, will submit the Agreement together with its
18 Exhibits to the Court and will request that the Court issue an Order in the form attached
19 hereto as **Exhibit 4**. The form of the requested Order shall seek preliminary approval of
20 the settlement, shall request that the Court direct Notice be disseminated to the Settlement
21 Class, and shall request that the Court issue a stay as to all Related Actions, in the forms
22 annexed hereto as **Exhibit 1** (Mailed Notice) and **Exhibit 2** (Published Notice), which
23 notice shall disclose the existence and nature of the action and the proposed settlement,
24 shall inform Settlement Class Members of the procedures and deadlines for filing
25 objections, expressions of intent to appear at the Fairness Hearing and/or requests for
26 exclusion as set forth therein, the effect of the settlement, and shall schedule a hearing on
27 whether the settlement should be granted final approval and whether the Fee Applications
28 of Class Counsel and Counsel for the Clark County Subclass should be granted.

1 8.2. Class Counsel and Counsel for the Clark County Subclass agree, in each
2 respective forum, to join in or otherwise support Viega's requests to stay all claims
3 concerning Viega Brass Fittings in the Related Actions until the Effective Date of the
4 settlement, but the issuance of any such stay is not a condition to this Agreement.

5 9. **ATTORNEYS' FEES, COSTS, AND ALL OTHER EXPENSES**

6 9.1. Viega agrees to pay any amounts awarded by the Court to Class Counsel
7 and Counsel for the non-Clark County members of the Useful Life Subclass—Kenneth
8 Kasdan, Michael Turner, and Graham LippSmith—for Attorneys' Fees, Costs and All
9 Other Expenses, but only so long as the total amount awarded to them by the Court does
10 not exceed the sum of \$5,000,000 and the Court's order is otherwise consistent with this
11 Agreement. This amount does not include the costs for the Notice Plan, Claim Validation
12 Process and Special Master that Viega will pay in addition to any Attorneys' Fees, Costs
13 and All Other Expenses awarded by the Court.

14 Viega does not oppose, and will not encourage or assist any third-party in
15 opposing, Class Counsel and Counsel for the non-Clark County members of the Useful
16 Life Subclass's request for Attorneys' Fees, Costs and All Other Expenses in a total
17 amount of up to \$5,000,000, nor will Viega contest the reasonableness of the amount as
18 long as the request is consistent with this Agreement. Inclusive in this amount will be an
19 incentive award of an amount not to exceed \$5,000 per residence owned by the Plaintiffs
20 who serve as representatives for the Settlement Class in recognition of the substantial time
21 and effort each expended in reviewing pleadings, disruption in their homes for product
22 analysis and testing and responding to discovery propounded by Viega (i.e., joint
23 homeowners of one residence will receive a single \$5,000 payment). Class Counsel and
24 Counsel for the non-Clark County members of the Useful Life Subclass will not seek in
25 excess of \$5,000,000 for Attorneys' Fees, Costs, and All Other Expenses and, in any
26 event, Class Counsel and Counsel for the non-Clark County members of the Useful Life
27 Subclass agree that Viega shall not pay, nor be obligated to pay, any sum in excess of
28 \$5,000,000 or such lesser amount as may be awarded by the Court for Attorneys' Fees,

1 Costs, and All Other Expenses. Class Counsel, Counsel for the non-Clark County
2 members of the Useful Life Subclass, and Viega negotiated and agreed to the amount of
3 Attorneys' Fees, Costs, and All Other Expenses only after reaching agreement upon all
4 other material terms of this Agreement.

5 9.2. Viega agrees to pay any amounts awarded by the Court to Counsel for the
6 Clark County Subclass and Counsel for the Clark County members of the Useful Life
7 Subclass—Scott Canepa, Terry Riedy, Troy Isaacson, Robert Maddox, Norberto Cisneros,
8 J. Randall Jones, Francis Lynch, Charles Hopper, and James Carraway—but only so long
9 as the total amount awarded to them by the Court does not exceed the sum of \$7,000,000
10 and the Court's order is otherwise consistent with this Agreement. This amount does not
11 include the costs for the Notice Plan, Claim Validation Process and Special Master that
12 Viega will pay as referenced in section 9.1. above.

13 Viega does not oppose, and will not encourage or assist any third-party in opposing
14 Counsel for the Clark County members of the Useful Life Subclass and Counsel for the
15 Clark County Subclass's request for attorneys' fees and costs in an amount of up to
16 \$7,000,000, nor will Viega contest the reasonableness of the amount as long as the request
17 is consistent with this Agreement. Counsel for the Clark County members of the Useful
18 Life Subclass and Counsel for the Clark County Subclass will not seek in excess of
19 \$7,000,000 for attorneys' fees and costs and, in any event, Counsel for the Clark County
20 members of the Useful Life Subclass and Counsel for the Clark County Subclass agree
21 that Viega shall not pay, nor be obligated to pay, any sum in excess of \$7,000,000 or such
22 lesser amount as may be awarded by the Court for their attorneys' fees and costs. Counsel
23 for the Clark County members of the Useful Life Subclass and Counsel for the Clark
24 County Subclass and Viega negotiated and agreed to the maximum amount of attorneys'
25 fees and costs only after reaching agreement upon all other material terms of this
26 Agreement.

27 9.3. The Settling Parties agree the amounts in Paragraphs 9.1. and 9.2.
28 represent Viega's all-inclusive, full payment for all attorneys' fees, costs, and other

1 expenses in relation to this action and the Settlement Class Members', Useful Life
2 Subclass Members', and Clark County Subclass Members' claims; but does not include
3 any costs for the Notice Plan, Claim Validation Process, or Special Master. This all-
4 inclusive payment encompasses the sum total of Viega's responsibility for these costs and
5 means that Viega shall have no responsibility for fees, costs, and other expenses incurred
6 by any counsel in any of the Related Actions, whether known or unknown to Viega, as
7 well as any objectors or later-appearing counsel. The amounts described in Paragraphs
8 9.1 and 9.2 shall constitute full satisfaction of Viega's obligation to pay any person,
9 attorney or law firm for attorneys' fees, costs, and all other expenses, and shall relieve
10 Viega and the Released Parties from any other claims or liability to any other attorney or
11 law firm or person for any attorneys' fees, costs, or other expenses to which any Plaintiff,
12 Clark County Subclass Representative, Useful Life Subclass Representative, Settlement
13 Class Member, objector, or any other person may claim that are in any way related to the
14 Released Claims.

15 9.4. In furtherance of the agreement in this Section 9, in the event of any
16 objections to the settlement or appeal from any order of the Court granting final approval,
17 Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County
18 Subclass agree that they will be solely responsible for responding to objectors and
19 defending the Court's Final Order and Judgment on appeal at their own cost. Viega will
20 join and/or not oppose the defense of the Final Order and Judgment. Viega agrees not to
21 appeal, or otherwise support any appeal, of an order or judgment entered by the Court that
22 is consistent with this provision and the terms of the settlement. Any costs incurred by
23 Class Counsel, Counsel for the Useful Life Subclass, or Counsel for the Clark County
24 Subclass in such appeals, including costs incurred to settle any claims by objectors, are the
25 sole responsibility of Class Counsel, Counsel for the Useful Life Subclass, and Counsel
26 for the Clark County Subclass. No one may seek to recover such costs from Viega.

27 9.5 Any Attorneys' Fees, Costs, and Other Expenses awarded by the Court to
28 Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County

1 Subclass shall be paid by Viega to the respective counsel within ten (10) days of the
2 Effective Date.

3 9.6. At the time final settlement approval is sought, Class Counsel, Counsel
4 for the Useful Life Subclass, and Counsel for the Clark County Subclass are to include
5 evidence showing express approval by the named class representatives of the fee-sharing
6 agreement that controls the allocation of fees awarded and disclose such fee-sharing
7 agreement to the Court, including any agreement to share or reimburse fees on some other
8 basis other than the lodestar allocation of attorney effort.

9 10. **CONDITIONS FOR EFFECTIVE DATE; EFFECT OF**
10 **TERMINATION**

11 10.1. If this Agreement is not approved by the Court or the settlement is
12 terminated or fails to become effective in accordance with the terms of this Agreement,
13 the Settling Parties will be restored to their respective positions in the *Verdejo* action as of
14 August 19, 2013 and in all other Litigation as of March 6, 2014. In such event, the terms
15 and provisions of this Agreement will have no further force and effect and shall not be
16 used in this Litigation or in any other proceeding for any purpose, and any Judgment or
17 order entered by the Court in accordance with the terms of this Agreement will be treated
18 as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of
19 any order of the Court concerning any award of attorneys' fees, expenses, or costs to
20 Class Counsel, Counsel for the Useful Life Subclass or Counsel for the Clark County
21 Subclass will constitute grounds for cancellation or termination of this Agreement, unless
22 the order potentially increases in any way Viega's financial responsibility in connection
23 with the settlement.

24 11. **BEST EFFORTS**

25 11.1. The Settling Parties and their counsel agree to cooperate fully with one
26 another and to use their best efforts to effectuate the settlement, including without
27 limitation in seeking preliminary and final Court approval of the Agreement of settlement
28 and the settlement embodied herein, carrying out the terms of this Agreement of

1 settlement, and promptly agreeing upon and executing all such other documentation as
2 may be reasonably required to obtain final approval by the Court of the settlement and to
3 carry out the terms of the settlement.

4 **12. MISCELLANEOUS PROVISIONS**

5 12.1. The Settling Parties intend the settlement to be a final and complete
6 resolution of all disputes between them with respect to the Litigation. The settlement is
7 comprised of claims that are contested and will not be deemed an admission by any
8 Settling Party as to the merits of any claim or defense. The Settling Parties agree that the
9 consideration provided to the Settlement Class and the other terms of the Agreement were
10 negotiated at arm's length and in good faith by the Settling Parties, and reflect a
11 settlement that was reached voluntarily after consultation with competent legal counsel.

12 12.2. Neither this Agreement nor the settlement, nor any act performed or
13 document executed pursuant to or in furtherance of this Agreement or the settlement is or
14 may be deemed to be or may be used as an admission of, or evidence of, the validity of
15 any of the Released Claims, or of any wrongdoing or liability of any Released Parties; or
16 is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
17 omission of any Released Parties in any civil, criminal, or administrative proceeding in
18 any court, administrative agency or other tribunal. Any of the Released Parties may file
19 this Agreement and/or the Final Order and Judgment in any action that may be brought
20 against it in order to support any defense or counterclaim, including without limitation
21 those based on principles of res judicata, collateral estoppel, release, good faith settlement,
22 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or
23 similar defense or counterclaim.

24 12.3. All agreements made and orders entered during the course of the
25 Litigation relating to the confidentiality of information will survive this Agreement.

26 12.4. Any and all Exhibits to this Agreement are material and integral parts
27 hereof and are fully incorporated herein by this reference.
28

1 12.5. This Agreement may be amended or modified only by a written
2 instrument signed by or on behalf of all Settling Parties or their respective successors-in-
3 interest.

4 12.6. This Agreement and any Exhibits attached hereto constitute the entire
5 agreement among the Settling Parties, and no representations, warranties, or inducements
6 have been made to any Settling Party concerning this Agreement or its Exhibits other than
7 the representations, warranties, and covenants covered and memorialized in such
8 documents. Except as otherwise provided herein, the Settling Parties will bear their own
9 respective costs.

10 12.7. Class Counsel, on behalf of the Settlement Class, represents and warrants
11 that they are expressly authorized to take all appropriate action required or permitted to be
12 taken by the Plaintiffs or Settlement Class pursuant to this Agreement to effectuate its
13 terms, and are expressly authorized to enter into this Agreement, as well as any
14 modifications or amendments to this Agreement on behalf of the Settlement Class that
15 Class Counsel deem appropriate.

16 12.8. Counsel for the Clark County Subclass, on behalf of the Clark County
17 Subclass, represents and warrants that they are expressly authorized to take all appropriate
18 action required or permitted to be taken by the Clark County Subclass pursuant to this
19 Agreement to effectuate its terms, and are expressly authorized to enter into this
20 Agreement, as well as any modifications or amendments to this Agreement on behalf of
21 the Clark County Subclass that Counsel for the Clark County Subclass deem appropriate.

22 12.9. Counsel for the Useful Life Subclass, on behalf of the Useful Life
23 Subclass, represents and warrants that they are expressly authorized to take all appropriate
24 action required or permitted to be taken by the Useful Life Subclass pursuant to this
25 Agreement to effectuate its terms, and are expressly authorized to enter into this
26 Agreement, as well as any modifications or amendments to this Agreement on behalf of
27 the Useful Life Subclass that Counsel for the Useful Life Subclass deem appropriate.
28

1 12.10. Each counsel or other Person executing this Agreement or any of its
2 Exhibits on behalf of any Settling Party hereby warrants that such Person has the full
3 authority to do so.

4 12.11. This Agreement may be executed in one or more counterparts. All
5 executed counterparts and each of them will be deemed to be one and the same
6 instrument. A complete set of original counterparts will be filed with the Court.

7 12.12. This Agreement will be binding upon, and inure to the benefit of, the
8 successors and assigns of the Settling Parties.

9 12.13. The Court shall retain continuing and exclusive jurisdiction over the
10 Settling Parties and all Settlement Class Members, and over the administration and
11 enforcement of the settlement. Any disputes or controversies arising with respect to the
12 interpretation, enforcement, or implementation of this Agreement must be made by
13 motion to the Court.

14 12.14. The Settling Parties agree that Viegas is in no way liable for any taxes
15 Class Counsel, Counsel for the Clark County Subclass, Counsel for the Useful Life
16 Subclass, the Plaintiffs, Settlement Class Members, Clark County Subclass
17 Representatives, Useful Life Subclass Representatives or others may be required to pay as
18 a result of the receipt of settlement benefits.

19 12.15. The Settling Parties understand, acknowledge and agree that no portion of
20 the Security provided pursuant to Section 4.10 or the consideration provided under this
21 Agreement is intended to be nor shall be construed as "unpaid residue" under California
22 Code of Civil Procedure Section 384. Further, the Settling Parties understand,
23 acknowledge and agree that Viegas does not relinquish ownership of nor any rights to the
24 Security provided pursuant to Section 4.10 or the consideration provided under this
25 Agreement until and unless payments are made to Settlement Class Members making
26 valid claims (in the form of checks) and such checks are drawn upon by the receiving
27 Settlement Class Members.

28

1 12.16. No Settlement Class Member or other Person shall have any claim
2 against the Plaintiffs, Class Counsel, Counsel for the Clark County Subclass, Counsel for
3 the Useful Life Subclass, the Released Parties, Defense Counsel, the Claims
4 Administrator, the Special Master, or any agent designated by Counsel for the Settlement
5 Class based on any eligibility determinations, distributions or payments made in
6 accordance with the settlement, or based on the payments made or other relief provided
7 and made substantially in accordance with this Agreement or with further Orders of the
8 Court or any appellate court.

9 12.17. The Settling Parties hereby agree and stipulate to stay all proceedings in
10 this Litigation, the Related Actions, and any other cases involving the same subject matter
11 until the approval of this Agreement has been finally determined, *except* the stay of
12 proceedings shall not prevent the filing of any motions, declarations, and other matters
13 necessary to the approval of this Agreement or as necessary to effectuate the dismissal of
14 any Related Action.

15 12.18. None of the Settling Parties, or their respective counsel, will be deemed
16 the drafter of this Agreement or its Exhibits for purposes of construing the provisions
17 thereof. The language in all parts of this Agreement and its Exhibits will be interpreted
18 according to its fair meaning, and will not be interpreted for or against any of the Settling
19 Parties as the drafter thereof.

20 12.19. This Agreement and any Exhibits hereto will be construed and enforced
21 in accordance with, and governed by, the internal, substantive laws of the State of
22 California without giving effect to that State's choice-of-law principles.
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 6, 2014

By: Jess Arbuckle
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June 5, 2014

CARROLL BURDICK & MEDONOUGH LLP
By: Alexander
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

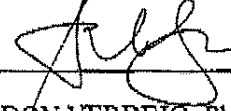
Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC


Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP
By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June 8, 2014

By:  _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June 8, 2014

By:  _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP
By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC


Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 8, 2014

By: 
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP
By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC


Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 8, 2014

By: 
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP
By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

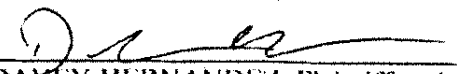
Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June 5, 2014

By: 
DAVLY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP
By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 6, 2014

By: William Martinez
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 6, 2014

By: Corinne Martinez
CORINNE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
JESS ARBUCKLE
General Counsel and Authorized Representative
for Defendants VG Pipe LLC (successor by merger
to Vanguard Piping Systems, Inc.) and Viega LLC

Dated: June __, 2014

CARROLL, BURDICK & McDONOUGH LLP

By: _____
ALEXANDER P. IMBERG
MATTHEW J. KEMNER
TROY M. YOSHINO
Attorneys for Defendants Vanguard Piping
Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June __, 2014

By: _____
DON VERDEJO, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
NOREEN VERDEJO, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CHRISTINA ANDERSON, Plaintiff and non-
Clark County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
DAVEY HERNANDEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
WILLIAM MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
CORRINE MARTINEZ, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 9, 2014

By: Karen Michaud
KAREN MICHAUD, Plaintiff and non-Clark
County Useful Life Subclass Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 5, 2014 By: 
TAKASHI NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 5, 2014 By: 
KRISTIN NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 5, 2014 By: _____
RODNEY PYLE, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June 5, 2014 By: _____
KIM PYLE, Plaintiff and non-Clark County Useful
Life Subclass Representative

Dated: June 5, 2014 KASDAN WEBER TURNER LLP
By: _____
KENNETH S. KASDAN
MICHAEL D. TURNER
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County members of the Useful Life
Subclass

Dated: June 5, 2014 GIRARDI KEESE
By: _____
GRAHAM B. LIPPSMITH
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County Members of the Useful Life
Subclass

Dated: June 5, 2014 By: _____
ANDREW L. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June 5, 2014 By: _____
NANCY H. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


Dated: June __, 2014

By: _____
TAKASHI NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

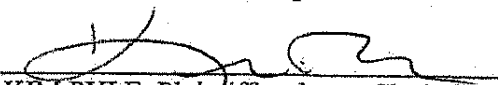
Dated: June __, 2014

By: _____
KRISTIN NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June 6, 2014

By: 
RODNEY PYLE, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June 6, 2014

By: 
KIM PYLE, Plaintiff and non-Clark County Useful
Life Subclass Representative

Dated: June __, 2014

KASDAN WEBER TURNER LLP

By: _____
KENNETH S. KASDAN
MICHAEL D. TURNER
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County members of the Useful Life
Subclass

Dated: June __, 2014

GIRARDI KEESE

By: _____
GRAHAM B. LIPPSMITH
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County Members of the Useful Life
Subclass

Dated: June __, 2014

By: _____
ANDREW L. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
NANCY H. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
TAKASHI NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KRISTIN NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

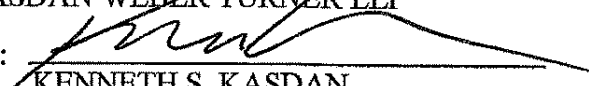
Dated: June __, 2014

By: _____
RODNEY PYLE, Plaintiff and non-Clark County
Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KIM PYLE, Plaintiff and non-Clark County Useful
Life Subclass Representative

Dated: June 5, 2014

KASDAN WEBER TURNER LLP
By: 
KENNETH S. KASDAN
MICHAEL D. TURNER
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County members of the Useful Life
Subclass

Dated: June __, 2014

GIRARDI KEESE
By: _____
GRAHAM B. LIPPSMITH
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County Members of the Useful Life
Subclass

Dated: June __, 2014 By:

ANDREW L. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
NANCY H. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
TAKASHI NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
KRISTIN NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

Dated: June __, 2014

By: _____
RODNEY PYLE, Plaintiff and non-Clark County
Useful Life Subclass Representative


Dated: June __, 2014

By: _____
KIM PYLE, Plaintiff and non-Clark County Useful
Life Subclass Representative

Dated: June __, 2014

KASDAN WEBER TURNER LLP
By: _____
KENNETH S. KASDAN
MICHAEL D. TURNER
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County members of the Useful Life
Subclass

Dated: June 5, 2014

GIRARDI KEESE
By:  _____
GRAHAM B. LIPPSMITH
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County Members of the Useful Life
Subclass

Dated: June __, 2014

By: _____
ANDREW L. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
NANCY H. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

2 Dated: June __, 2014

By: _____
TAKASHI NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

4 Dated: June __, 2014

By: _____
KRISTIN NISHIDA, Plaintiff and non-Clark
County Useful Life Subclass Representative

7 Dated: June __, 2014

By: _____
RODNEY PYLE, Plaintiff and non-Clark County
Useful Life Subclass Representative

9 Dated: June __, 2014

By: _____
KIM PYLE, Plaintiff and non-Clark County Useful
Life Subclass Representative

12 Dated: June __, 2014

KASDAN WEBER TURNER LLP

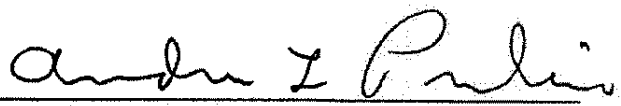
By: _____
KENNETH S. KASDAN
MICHAEL D. TURNER
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County members of the Useful Life
Subclass

17 Dated: June __, 2014

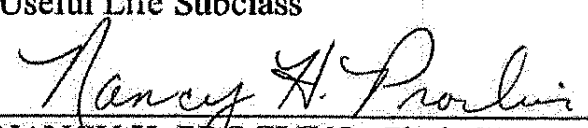
GIRARDI KEESE

By: _____
GRAHAM B. LIPPSMITH
Attorneys for Plaintiffs, the Settlement Class, and
the non-Clark County Members of the Useful Life
Subclass

22 Dated: June 9, 2014


By: 
ANDREW L. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

26 Dated: June 9, 2014

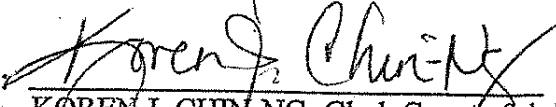
By: 
NANCY H. PROCLIVO, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 6th, 2014

By: 
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June 6th, 2014

By: 
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

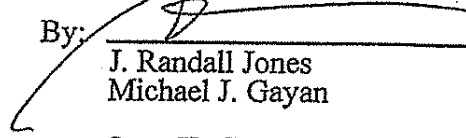
By: _____
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June 6th, 2014

KEMP, JONES & COULTHARD, LLP

By: 
J. Randall Jones
Michael J. Gayan

Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO

Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

FOR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June ^{9th} 2014

By: *Talia Laquintara*
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June ^{1st} 2014

KEMP, JONES & COULTHARD, LLP

By: *[Signature]*
J. Randall Jones
Michael J. Gayan

Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO

For
Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: Michael Connolly
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: Gloria Connolly
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June ^{6th} __, 2014

KEMP, JONES & COULTHARD, LLP

By: _____
J. Randall Jones
Michael J. Gayan

Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO

FOR _____
Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

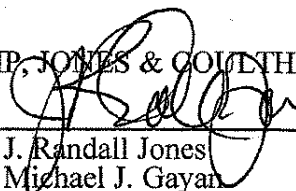
Dated: June __, 2014

By: _____
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June TH₂, 2014

KEMP, JONES & GOMTHARD, LLP
By:  _____
J. Randall Jones
Michael J. Gayan

Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO

Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass


Dated: June __, 2014

By: _____
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

KEMP, JONES & COULTHARD, LLP

By: _____
J. Randall Jones
Michael J. Gayan

 Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO

Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June __, 2014

By: _____
LAWRENCE NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
KOREN J. CHIN-NG, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
TALIA LAQUINTARA, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

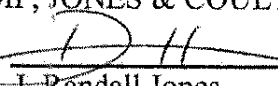
Dated: June __, 2014

By: _____
MICHAEL CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

By: _____
GLORIA CONNOLLY, Clark County Subclass
Representative and Clark County member of the
Useful Life Subclass

Dated: June __, 2014

KEMP, JONES & COULTHARD, LLP
By:  *for LYNCH, HOPPER,
SALZANO & SMITH*
J. Randall Jones
Michael J. Gayan
Scott K. Canepa
Terry Riedy
CANEPA RIEDY & RUBINO
Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Francis I. Lynch
Charles Hopper
LYNCH, HOPPER, SALZANO & SMITH, LLP

James D. Carraway
CARRAWAY & ASSOCIATES, LLC

Attorneys for the Clark County Subclass
Representatives, the Clark County Subclass, and
the Clark County members of the Useful Life
Subclass

Addendum to the Class Action Settlement Agreement and Release of June 5, 2014
Verdejo et al. v. Vanguard Piping Systems, Inc. et al.

As contemplated by Section 12.5 of the Agreement, the Settling Parties, by and through their counsel, agree to modify the Agreement as follows:

- (1) Recital at Page 4, lines 13-22 shall be amended to read as follows:

WHEREAS, the Settling Parties desire and intend to seek Court approval of the settlement of the Litigation as set forth in this Agreement and, upon such judicial approval, the Settling Parties intend also to seek a ~~Final Order and Judgment~~ ^{RESOLVING} from the Court ~~dismissing~~ the claims of all Plaintiffs and Settlement Class Members, including all Useful Life Subclass Members and all Clark County Subclass Members, ~~with prejudice~~. The Court shall retain jurisdiction to enforce the terms of the Judgment.

APT
GRCS
SKE
JCK

NOW, THEREFORE, it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry by the Court of a ~~Final Order and Judgment~~ approving the terms and conditions of the settlement as fair, adequate and reasonable as set forth in this Agreement and providing for ~~dismissal with prejudice~~ of the claims asserted in the Litigation under the terms and conditions contained herein.

THE RESOLUTION

APT
GRCS
SKE
JCK

- (2) Exhibit 6 to the Agreement (the "Postcard Notice") shall be amended to read as follows:

A nationwide class action settlement has been reached and preliminarily approved by the Court in the above-referenced action, which involves certain types of Viega/Vanguard-brand brass potable water plumbing fittings and components ("Viega Brass Fittings"). This Notice relates to a new proposed settlement which is different from the one proposed in late 2013.

You and your individual members may or may not have Viega Brass Fittings in your homes, buildings, and/or structures, and may or may not be part of the class. Your name was obtained from a mailing list of homeowners associations and others, but it is not known whether you or any of your members are affected by this settlement.

The following website provides additional information about the referenced settlement:

www.verdejosettlement.com.

A true and correct copy of Exhibit 6 as amended is attached as Exhibit A hereto.

- (3) The first paragraph of Section 9 to Exhibit 1 to the Agreement shall be amended to read as follows:

If you are a Settlement Class Member, you do nothing and the Court approves the settlement, then you will receive the benefits of the settlement and otherwise be bound by the terms of the Agreement, but you will have to file a claim on time to receive a cash payment (see below). You will not be allowed to pursue a separate claim against Viega relating to the facts at issue in this Litigation.

A true and correct copy of Exhibit 1 as amended is attached as Exhibit B hereto.

APT
GRCS
SKE

(4) Question No. 2 under the heading "OCCLUSION/REDUCTION IN FLOW CLAIMS" in Exhibit 3 to the Agreement (the "Claims Form") shall be amended to read as follows:

Describe in detail the proof that an occlusion of a Viega Brass Fitting has resulted in a decrease of the water flow rate below the minimum standards set forth in Section 604, Table 604.3 of the International Plumbing Code (2012) (e.g., that the water flow for the fixture in a residential sink has decreased below 2.5 GPM (gallons per minute) for unrestricted flow). Table 604.3 of the International Plumbing Code (2012) is available at www.verdejo.com. (Attach additional pages if necessary.)

A true and correct copy of Exhibit 3 as amended is attached as Exhibit C hereto.

Dated: June 20, 2014

CARROLL, BURDICK & McDONOUGH LLP

By: 

ALEXANDER P. IMBERG

TROY M. YOSHINO

Attorneys for Defendants Vanguard Piping Systems, Inc., VG Pipe LLC and Viega LLC

Dated: June __, 2014

KASDAN WEBER TURNER LLP

By: 

KENNETH S. KASDAN

MICHAEL D. TURNER

Attorneys for Plaintiffs, the Settlement Class, and the non-Clark County members of the Useful Life Subclass

Dated: June 20, 2014

GIRARDI KEESE

By: 

GRAHAM B. LIPPSMITH

Attorneys for Plaintiffs, the Settlement Class, and the non-Clark County Members of the Useful Life Subclass

Dated: June __, 2014

KEMP, JONES & COULTHARD, LLP

By: 

 J. RANDALL JONES

MICHAEL J. GAYAN

Scott K. Canepa

Terry Riedy

CANEPA RIEDY & RUBINO

Robert C. Maddox
Troy L. Isaacson
Norberto Cisneros
MADDOX, ISAACSON & CISNEROS, LLP

Francis I. Lynch
Charles Hopper
LYNCH, HOPPER, SALZANO & SMITH, LLP

James D. Carraway
CARRAWAY & ASSOCIATES, LLC

Attorneys for the Clark County Subclass
Representatives, the Clark County Subclass, and the
Clark County members of the Useful Life Subclass

EXHIBIT A

Verdejo v. Vanguard Piping Systems, Inc., Case No. BC448383 (L.A. Sup. Ct.)
Notice of Pendency and Proposed Settlement of Class Action

A nationwide class action settlement has been reached and preliminarily approved by the Court in the above-referenced action, which involves certain types of Viega/Vanguard-brand brass potable water plumbing fittings and components ("Viega Brass Fittings"). This Notice relates to a new proposed settlement which is different from the one proposed in late 2013.

You and your individual members may or may not have Viega Brass Fittings in your homes, buildings, and/or structures, and may or may not be part of the class. Your name was obtained from a mailing list of homeowners associations and others, but it is not known whether you or any of your members are affected by this settlement.

The following website provides additional information about the referenced settlement: www.verdejosettlement.com.

EXHIBIT B

Notice of Pendency and Proposed Settlement of Class Action

Relating to Vanguard and Viega-brand brass plumbing components

Your rights may be affected by the Litigation and proposed settlement discussed in this court-authorized Notice. This Notice is to inform you of the conditional certification of a Settlement Class, the nature of the claims at issue, rights to participate in or not participate in the Settlement Class, and the effect of exercising your various options. Settlement Class Members are not being sued.

YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER	
DO NOTHING	If you do nothing, you can participate in the settlement and will be bound by its terms, if it is approved.
FILE A CLAIM	Review the Settlement Claim Form to see if you are eligible to make a claim.
EXCLUDE YOURSELF	Write to the Claims Administrator if you do not want to benefit from or be bound by this settlement.
OBJECT	File an objection with the Claims Administrator if you are not satisfied with the settlement.
GO TO A HEARING	Ask for permission to speak in Court about the fairness of the settlement.

Your legal rights and options --- **and the deadlines to exercise them** --- are explained in this Notice. Your legal rights may be affected whether you act or do not act. Please read this Notice carefully. Capitalized terms in this Notice have the same meaning as provided in the “Definitions” section of the Class Action Settlement Agreement and Release on file with the Court.

1. Why did the Court issue this Notice?

This Notice is given to inform you that (1) a class action lawsuit is pending in the Superior Court of the State of California, County of Los Angeles before the Honorable William F. Highberger entitled *Verdejo v. Vanguard Piping Systems, Inc.*, Case No. BC448383 (“the Litigation”); (2) you may be a Settlement Class Member; (3) the parties have proposed to settle the Litigation; (4) the proposed settlement may affect your legal rights; and (5) you have a number of options.

2. What is this Litigation about?

Plaintiffs and Useful Life Subclass Representatives Don Verdejo, Noreen Verdejo, Christina Anderson, Davey Hernandez, William Martinez, Corinne Martinez, Karen Michaud, Takashi Nishida, Kristin Nishida, Rodney Pyle, and Kim Pyle, and Clark County Subclass Representatives and Useful Life Subclass Representatives Andrew L. Proclivo, Nancy H. Proclivo, Lawrence Ng, Koren J. Chin-Ng, Talia LaQuintara, Michael Connolly, and Gloria Connolly allege they have suffered injuries and damages arising out of alleged defects in certain potable water plumbing system fittings or other components and sub-components made from UNS C36000, UNS C37700, UNS C36500 brass, or similar copper alloys with a zinc content of 15+% manufactured and/or distributed by Vanguard Piping Systems, Inc., VG Pipe LLC, Viega LLC, or any and all of their current or former related subsidiaries, parent companies, sister companies, and affiliates (“Viega Brass Fittings”).

Plaintiffs, the Useful Life Subclass Representatives, and the Clark County Subclass Representatives allege the Viega Brass Fittings are inadequate or of poor or insufficient quality or defective. They further allege such Viega Brass Fittings were distributed or sold by Vanguard or Viega (collectively, “Viega”).

Viega denies all of the material allegations made by Plaintiffs, the Useful Life Subclass Representatives, and the Clark County Subclass Representatives and denies any wrongdoing or liability of any kind. Among other things, Viega maintains that the Viega Brass Fittings are of high quality and do not violate any standard or law. Viega asserts it has, at all times, complied with all applicable federal and state laws.

Accordingly, neither this Notice nor the proposed settlement reflects an admission by Viega that there is a defect in any of the Viega Brass Fittings or that it violated any law or the rights of any person covered by this Notice.

3. I received a similar Notice in September or October of 2013 regarding Vanguard and Viega-brand brass plumbing components. Is this Notice the same as or different than the prior Notice?

You may have received a prior notice in September or October 2013, issued as part of the *Verdejo* litigation in connection with a prior proposed settlement. After the December 2, 2013 Fairness Hearing in connection with the prior proposed settlement, Plaintiffs withdrew their request for final approval of that settlement to allow the Parties to address some matters raised by the Court. The parties reached agreement on a new proposed settlement. This Notice relates to the new proposed settlement.

The new proposed settlement is different in a number of ways summarized in this notice. For example, there are additional benefits to the class that go beyond the benefits afforded in the prior proposed settlement. Among other things, Settlement Class Members now receive the benefit of a 16-year (as opposed to a 13-year) limited warranty, a longer period in which to make both past and future claims, Settlement Class Members who are also members of the Clark County Subclass receive the benefit of a 19-year limited warranty, and Settlement Class Members who are also members of the Useful Life Subclass may receive a cash payment, as set forth in greater detail below and in the new Agreement. Settlement class definitions, releases, and other provisions also are different, as summarized here and detailed in the settlement documents available at www.verdejosettlement.com

Any attempt to exclude yourself from the prior proposed settlement does not affect your participation in the new proposed settlement. If you wish to exclude yourself from the new proposed settlement, you must do so in the

manner set forth in Sections 10 and 11 below. You **cannot** rely on a previous request for exclusion, as the consideration under this new proposed settlement is substantially enhanced.

If you submitted a claim under the prior proposed settlement you **do not** need to resubmit the claim. The claim will be reviewed under the terms of the new proposed settlement. To the extent you may be entitled to additional benefits not afforded by the prior proposed settlement, however, you **must** submit a new claim form to obtain such benefits. The Claims Administrator mailed a letter to all claimants who have filed claims under the prior proposed settlement that provides greater detail.

4. How do I know if I am part of the Settlement Class?

The Court has conditionally certified a Settlement Class and Subclasses (identified in greater detail below), INCLUDING: All Persons that own or have owned buildings, homes, residences or any other structures located in the United States that contain or have ever contained Viega Brass Fittings. Also included in this class are all such Persons' spouses, joint owners, heirs, executors, administrators, mortgagees, tenants, creditors, lenders, predecessors, successors, subsequent owners or occupants, lessees, trusts and trustees, attorneys, agents, and assigns and all Persons who have vested legal rights such that they have legal standing and are entitled to assert a claim on behalf of such Settlement Class Members. Insurance carriers are members of the Settlement Class if they paid insurance claims for a Failure prior to the date of the Preliminary Approval Order, [date], and thereby obtained legally vested subrogation rights.

Settlement Class Members who own or have owned buildings, homes, residences or any other structures located in Clark County, Nevada that contain or have ever contained Viega Brass Fittings are also members of the "Clark County Subclass." Also included in this subclass are all such Persons' spouses, joint owners, heirs, executors, administrators, mortgagees, tenants, creditors, lenders, predecessors, successors, subsequent owners or occupants, lessees, trusts and trustees, attorneys, agents, and assigns and all Persons who have vested legal rights such that they have legal standing and are entitled to assert a claim on behalf of such Clark County Subclass Members.

Settlement Class Members who currently own residential property located in the following twelve (12) states: Arkansas, Arizona, California, Delaware, Hawaii, Kansas, Louisiana, Nevada, New Hampshire, Oklahoma, West Virginia and Wyoming, are also members of the "Useful Life Subclass."

The Settlement Class and/or the Clark County Subclass include insurance carriers if their insured otherwise fall within the foregoing definitions and the insurance carrier paid insurance claims for a Failure prior to the date of the Preliminary Approval Order and thereby obtained legally vested subrogation rights.

Persons who seek contribution or indemnity from Viega based on past settlements of, or judgments on, claims with Settlement Class Members, Clark County Subclass Members, or Useful Life Subclass Members also are members of the Settlement Class and the respective subclass(es), if applicable, if they paid those settlements prior to the date of the Preliminary Approval Order and thereby obtained vested legal rights to pursue such contribution or indemnity claims. To the extent there may in the future be subrogated insurance carriers or Persons who seek contribution or indemnity from Viega because of vesting of legal rights that occurs after the date of the Preliminary Approval Order, they shall not be Settlement Class Members or members of any subclass, but the rights that they take through a Settlement Class Member, a Clark County Subclass Member, or a Useful Life Subclass Member shall be limited by all of the terms, time periods, releases, caps, prohibitions on overlapping or double recoveries, and other provisions of this Agreement.

You are EXCLUDED from the Settlement Class, Useful Life Subclass and Clark County Subclass and *not* covered by this settlement if you: (a) validly and timely exclude yourself, using the procedure set forth below in Sections 10 and 11; (b) have settled with, released, or otherwise had claims adjudicated on the merits against Viega that are substantially similar to those alleged in this matter; (c) have only personal injury claims as a result of the defects alleged; (d) except as expressly included, you are an insurer or other provider of extended service contracts or warranties for the Settlement Class Structures; (e) are the Honorable William F. Highberger or a member of his family.

5. What are the reasons for the settlement?

The Court did not decide in favor of the Plaintiffs, Useful Life Subclass Representatives, Clark County Subclass Representatives or Viega. Instead, the parties agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this Agreement only after very long negotiations, many exchanges of information, and independent consideration of the risks and benefits of settlement through the assistance of several different experienced Mediators.

Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County Subclass have considered the substantial benefits from the settlement that will be given to the Settlement Class Members and Subclasses and balanced these benefits with the risk that a trial could end in a verdict for Viega. They also considered the value of the immediate benefit to Settlement Class Members versus the costs and delay of litigation through trial and appeals and the risk that a nationwide class would not be certified. Even if Plaintiffs were successful in these efforts, Settlement Class Members would not receive any benefits for years.

6. What does the settlement provide?

Benefits. If the proposed settlement is ultimately approved by the Court, it will provide several forms of relief to the Settlement Class and Subclasses. In return for the relief described below, the Settlement Class Members and Members of the Subclasses release their rights to pursue any claims against Viega and related entities relating to the claims at issue in this Litigation.

A. ESTABLISHMENT OF LIMITED WARRANTY FOR DEZINCIFICATION-RELATED FAILURES

Viega has agreed to provide a "Limited Warranty" covering certain Failures of Viega Brass Fittings. The Limited Warranty will cover water leaks from a Viega Brass Fitting caused by dezincification or a drop in water flow capacity of a fixture due to zinc oxide build-up as a result of dezincification in a Viega Brass Fitting that causes the water flow rate to drop below the minimum requirements as set forth in Section 604, Table 604.3 of the International Plumbing Code (IPC) (2012), but for unrestricted flow measured via a flow meter ahead of the fixture in question. The Limited Warranty shall run through 16 years from the Date of Installation of the Viega Brass Fittings for all Settlement Class Members, and 19 years from the Date of Installation of the Viega Brass Fittings for members of the Clark County Subclass.

///

///

B. PAYMENT OF COSTS FOR PRIOR OR ANTICIPATED REPAIR/REPLACEMENT AND OTHER MONETARY CONSIDERATION

Viega will also pay claimants for their reasonable costs and expenses related to past eligible Failures falling within the Limited Warranty, which were not otherwise reimbursed to the claimant (whether by Viega's warranties, insurance, or otherwise). Specifically, Viega will pay claimants for (1) the reasonably proven incurred or anticipated costs associated with repairs due to the eligible Failure, (2) the reasonably proven material and proven incurred or anticipated labor costs to repair or replace damage to real property in which the failed Viega Brass Fitting was installed, (3) the reasonably proven incurred or anticipated costs to repair or replace other property damaged by the eligible Failure, and (4) reasonably proven incurred or anticipated costs related to temporary housing caused by the eligible Failure.

C. CASH PAYMENTS TO MEMBERS OF THE USEFUL LIFE SUBCLASS

In addition to providing the Limited Warranty set forth above, Viega shall also make cash payments to members of the Useful Life Subclass upon a submission of a valid claim by [date—one (1) year after the deadline to provide notice to the Settlement Class]. Specifically, Viega shall pay each Useful Life Subclass member \$250 for each residence containing Viega Brass Fittings that the Useful Life Subclass claimant owns, and that otherwise is the subject of a valid claim meeting the requirements set forth in the Agreement and Claim Form. **To receive this payment, you must complete the Claim Form per its instructions, include the required documentation, and mail it to the address in the instructions so that it is postmarked timely.** A Claim Form is enclosed, but you can obtain additional Claim Forms from the settlement website www.verdejosettlement.com or by written request to: *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box 43206, Providence, RI 02940-3206. The documentation required to be eligible for payment is detailed in the Claim Form.

Release. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, approval of this settlement will result in a release by you of all claims against Viega and its related entities that arise out of or are related in any way to claims that the Viega Brass Fittings are inadequate or of poor or insufficient quality or defective, due to corrosion, potential corrosion, or otherwise, which were alleged or could have been alleged in this Litigation or in similar actions. You also will not be able to recover against any third parties, including without limitation manufacturers, suppliers, distributors (including wholesale and retail distributors), builders, developers, contractors, design professionals, plumbers, installers or others (as well as their related entities) responsible for manufacturing, supplying, distributing, selling, installing, or specifying use of Viega Brass Fittings on any claims that the Viega Brass Fittings are inadequate or of poor or insufficient quality or defective, due to corrosion, potential corrosion, or otherwise and relinquish the rights described in the Agreement as to such claims.

In addition, Plaintiffs intend to request that the Court award them \$5,000 per home that is owned by the class representatives. The complete terms of the settlement are in the Agreement, which is available on the settlement website www.verdejosettlement.com. You may also obtain a copy of the Agreement by sending a written request to: *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box. 43206, Providence, RI 02940-3206, or by accessing the public docket for the Court.

7. Do I have a lawyer in the case?

Yes. The Court has appointed the following counsel for the Class: Kenneth Kasdan and Michael Turner of Kasdan Weber Turner LLP, 19900 MacArthur Blvd., Suite 850, Irvine, CA 92612, as well as Graham LippSmith of Girardi Keese, 1126 Wilshire Boulevard, Los Angeles, CA 90017. The Court has appointed the following counsel to represent members of the Clark County Subclass: Scott K. Canepa and Terry Riedy of Canepa Riedy & Rubino, Troy L. Isaacson, Robert C. Maddox and Norberto Cisneros of Maddox, Isaacson & Cisneros, LLP, J. Randall Jones of Kemp, Jones & Coulthard, LLP, Francis I. Lynch and Charles Hopper of Lynch, Hopper, Salzano & Smith, LLP and James D. Carraway of Carraway & Associates, LLC. The Court has appointed the following counsel to represent members of the Useful Life Subclass: Kenneth S. Kasdan and Michael D. Turner of Kasdan Weber Turner LLP and Graham B. LippSmith of Girardi Keese for the Useful Life Subclass members in Arkansas, Arizona, California, Delaware, Hawaii, Kansas, Louisiana, New Hampshire, Nevada (excluding Clark County), Oklahoma, West Virginia and Wyoming, and Scott K. Canepa and Terry Riedy of Canepa Riedy & Rubino, Troy L. Isaacson, Robert C. Maddox and Norberto Cisneros of Maddox, Isaacson & Cisneros, LLP, J. Randall Jones of Kemp, Jones & Coulthard, LLP, Francis I. Lynch and Charles Hopper of Lynch, Hopper, Salzano & Smith, LLP, James D. Carraway of Carraway & Associates, LLC for the Clark County Useful Life Subclass members.

8. How will the lawyers for the Settlement Class be paid?

If the Court approves the settlement, the Court will also determine what amount of attorneys' fees, costs and all other expenses should be paid to Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County Subclass for their representation of Plaintiffs, the Settlement Class, the Useful Life Subclass, and the Clark County Subclass in this Litigation. Payment of attorneys' fees and expenses to Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County Subclass will not reduce any benefits available to you as part of the settlement. Viega has agreed to pay Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County Subclass an amount to be fixed by the Court as reasonable attorneys' fees, costs, and all other expenses, so long as the amounts do not exceed, \$5,000,000 (for Class Counsel and Counsel for the Useful Life Subclass (excluding Useful Life Subclass members from Clark County)) and \$7,000,000 (for Counsel for the Clark County Subclass and Counsel for the Clark County members of the Useful Life Subclass).

9. What happens if I do nothing after receiving this notice?

If you are a Settlement Class Member, you do nothing and the Court approves the settlement, then you will receive the benefits of the settlement and otherwise be bound by the terms of the Agreement, but you will have to file a claim on time to receive a cash payment (see below). You will not be allowed to pursue a separate claim against Viega relating to the facts at issue in this Litigation.

If you do not request exclusion from the Settlement Class and if you are entitled to the warranty described in Sections 6.A or 6.B, then you need not do anything to activate your rights. For the duration of the warranty, you may make a claim by submitting a Claim Form to: *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box 43206, Providence, RI 02940-3206, if the settlement is finally approved and becomes effective.

If you are eligible for relief under this settlement, you must complete and submit a Claim Form within the Claim Period. For all claims accruing prior to [date – notice is mailed], Claim Forms must be submitted by

[date – within 180 days]. Claims accruing on [date – notice is mailed] or after must be submitted within one-hundred eighty (180) days of accrual. All Claim Forms that are not timely submitted will be found invalid and denied. As noted in Section 3, if you previously submitted a claim, the claim will be reviewed under the terms of the new proposed settlement. To the extent you may be entitled to additional benefits not afforded by the prior proposed settlement, you must submit a new claim form to obtain such benefits. The Claims Administrator mailed a letter to all claimants who filed claims under the prior proposed settlement providing greater detail.

If you do not request exclusion but are entitled to the cash payment described in Section 6.C., you must submit a claim form within one (1) year after [date of deadline to provide notice to the class].

10. What does it mean to request exclusion from the Settlement Class?

If you come within the Settlement Class definition, you will be a member of the Settlement Class and will be bound by the Agreement if the Court approves it unless you exclude yourself from the Settlement Class (also known as “opting out”). Being “bound by the Agreement” means that you will be precluded from bringing, or participating as a claimant in, a similar lawsuit against Viega. Persons who exclude themselves from the Settlement Class will not be bound by the terms of the Agreement and will not be eligible to receive any benefits from the settlement, but they may retain the right to sue Viega at their own cost. As noted in Section 3, if you sought to exclude yourself from the prior proposed settlement, you *must* submit a separate request for exclusion from this new proposed settlement.

You cannot exclude yourself from the Settlement Class and the proposed settlement if you wish to object to the settlement and/or appear before the Court during the Fairness Hearing (see Section 12), as you need to be a Settlement Class Member affected by the settlement to object or appear.

11. How do I request exclusion?

You may exclude yourself from the Settlement Class provided that your request is made in writing and postmarked before [date – 45 days after mailing of notice].

Exclusion or “opt out” rights may be exercised by counsel representing you, provided that counsel attests in the exclusion or “opt out” that: (a) counsel signing the opt-out has been retained by you; (b) you have been advised of the consequences of opting-out, including that no settlement benefits will be received; (c) counsel signing the opt-out has been authorized by you to exercise the exclusion or “opt out” right on your behalf; and (d) you have been given a copy of the opt-out and attestation. Such opt-outs also shall include a clear specification of your name and all premises sought to be opted-out (e.g., by address, unit number for units, by designation of boundaries for unnumbered premises).

In any instance of exclusion or “opt out” where there is no single individual or entity that owns the right to make a claim on the Viega Brass Fittings (e.g., where the opt-out is a homeowners association or real estate investment trust), the opt-out shall: (a) be accompanied by proof that the individual/entity opting-out has received a valid assignment of the claims sought to be opted out (e.g., by providing the assignment agreement, relevant provision of in-force CC&Rs, or a contract); (b) attest that the opt-out is exercised by the person(s)/entit(ies) validly authorized to do so under the assignment; and (c) attest that the assignee has given notice of its opt-out and the consequences thereof to all persons who might otherwise receive benefits under the settlement, but for the assignee’s opt-out (e.g., notice shall be provided to unit owners in a case where a homeowners association exercises the opt-out right granted under a valid assignment). Such opt-outs also shall

include a clear specification of all premises sought to be opted-out (e.g., by address, unit number for units, by designation of boundaries for unnumbered premises).

To exclude yourself, you or your counsel must send a letter that includes (a) your name, current address, and telephone number; (b) an identification of the address of the building or structure that you wish to “opt out” and your status as a person who would be a Settlement Class Member but for the “opt-out,” if your current address differs from the address for the property for which you have asserted a claim; (c) an identification of the owner of the building or structure if you are not the owner of the building or structure; (d) a statement indicating your election to be excluded from the Settlement Class; and (e) your signature. If your counsel opts out on your behalf, your counsel must meet the additional requirements set forth above in this section. The written request to exclude yourself from the settlement must be sent to: *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box 43206, Providence, RI 02940-3206.

You will only be excluded from the settlement if your request is **postmarked** on or before [date -45 days after mailing of notice], and includes the required items. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. If you fail to submit a valid and timely request for exclusion on or before [date – 45 days after mailing of notice], you will be bound by all terms of the settlement and the Final Order and Judgment, regardless of whether you have requested exclusion from the settlement.

In determining whether you want to exclude yourself from the settlement, you are advised to consult your own attorney, as there may be issues particular to your circumstances that require consideration.

12. What if I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement. To object, you must send a letter to the Claims Administrator and: (a) set forth your full name, current address, and telephone number; (b) identify the address of the building or structure giving rise to your standing to make an objection and establish your status as a Settlement Class Member, if your current address is different; (c) identify the owner of the building or structure if you are not the owner of the building or structure; (d) set forth the basis for your conclusion that the building or structure contains Viega Brass Fittings; (e) state that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, and have not opted out of the Settlement Class; (f) set forth a complete statement of all legal and factual bases for any Objection that you wish to assert; and (g) provide copies of any documents that you wish to submit relating to your position. In addition, you must state in writing whether you intend to appear at the Fairness Hearing either with or without separate counsel as no Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Fairness Hearing, unless written notice of the Settlement Class Member’s intention to appear at the Fairness Hearing and copies of any written objections or briefs have been mailed to the Claims Administrator.

You must send your objection postmarked on or before [date] to the *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box 43206, Providence, RI 02940-3206.

If your objections do not meet all of the requirements set forth in this section, they will be deemed invalid and will be overruled.

13. When and where will the Court determine whether to approve the settlement?

The Court has scheduled a Fairness Hearing at [time] on [date], 2014, at the Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, CA 90005, in Department 307. This hearing may be continued or rescheduled by the Court without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and will consider Class Counsel, Counsel for the Useful Life Subclass, and Counsel for the Clark County Subclass's request for attorneys' fees and expenses. The Court will also consider objections and may grant permission for objecting Settlement Class Members to speak. The Court may decide these issues at the Fairness Hearing or take them under consideration. We do not know how long these decisions will take.

14. Do I have to come to the hearing?

No. You are not required to come to the hearing but you are welcome to come at your own expense.

Settlement Class Members who object to the proposed settlement do not need to attend the Fairness Hearing for their objections to be considered. If you wish to appear either personally or through your own attorney at the settlement hearing, you must send both a timely objection and a notice of intention to appear to the Claims Administrator at the address set forth in Section 12 above no later than [date – 45 days after mailing of notice].

Your notice of intention to appear must include copies of any papers, exhibits, or other evidence that you or your counsel will present at the hearing. Any Settlement Class Member who does not file and serve a notice of intention to appear in accordance with these instructions will be barred from speaking at any hearing concerning this proposed settlement.

15. What if the proposed Settlement is not approved?

If the proposed Settlement is not granted final approval, the putative Settlement Class that has been preliminarily approved, will be decertified, the *Verdejo* action will proceed without further notice, and none of the agreements set forth in this Notice will be valid or enforceable.

16. How do I get more information about the settlement?

This Notice only summarizes the proposed Settlement. The official terms of the proposed Settlement are available by visiting the public files for the Superior Court of the State of California, County of Los Angeles, or by visiting the settlement website www.verdejosettlement.com.

By order of [date], Judge William F. Highberger of the Superior Court of the State of California, County of Los Angeles, assigned.

EXHIBIT C

SETTLEMENT CLAIM FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES
Verdejo v. Vanguard Piping Systems, Inc., Case No. BC448383

Please read the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and all of the following instructions carefully before filling out your Claim Form.

To determine whether you are a Settlement Class Member, Useful Life Subclass Member, and/or Clark County Subclass Member eligible to make a claim, or for more information regarding the class action settlement or the protocols implementing the claims process, visit www.verdejosettlement.com.

Capitalized terms in this Claim Form have the same meaning as provided in the “Definitions” section of the Class Action Settlement Agreement and Release (the “Agreement”), on file with the Court, and also available at the website above.

1. Type or print legibly in black ink. Do not use any highlighters. All questions **must** be answered to the extent that you have information requested, however not all of the information requested is required to make a claim in certain circumstances. To the extent you do not have the information requested, you may check boxes for any such section allowing you to indicate that you do not know the answer.
2. You are eligible to make a claim in this litigation **only** if (1) you are a Settlement Class Member – e.g., you own or have owned or leased buildings, homes, residences or any other structures located in the United States that contain or have ever contained Viega Brass Fittings or are otherwise qualified to make a claim under Paragraph 1.29 of the Class Action Agreement; (2) you are not requesting exclusion; (3) you have not settled with, released, or otherwise had claims adjudicated on the merits against Viega that are substantially similar to those alleged in this matter; (4) you are not making only claims that you suffered personal injury as a result of alleged defects in Viega Brass Fittings; and (5) you are not the Honorable William F. Highberger of the Los Angeles County Superior Court or members of his family.
3. If you are eligible to make a claim as a Settlement Class Member in connection with an eligible Failure and wish to do so, you must complete **Parts A, B, D, E, and F** and submit this Claim Form in a timely manner. For all claims accruing prior to [date – notice mailing], Claim Forms must be submitted by [date – within 180 days of mailing]. Claims accruing on [date – notice mailing] or after must be submitted within one-hundred eighty (180) days of accrual. You must use a separate Claim Form for each leak or fixture with reduced flow in a property containing Viega Brass Fittings. If you are eligible to make a claim as a Useful Life Subclass Member and wish to do so, you must complete **Parts A, B, C, and F**, and submit this Claim Form by [date – one year after deadline to provide notice to the settlement class]. You must use a separate Claim Form for each property on which you claim consideration available to the Useful Life Subclass. If you are eligible to make both of the foregoing types of claims and wish to do so, you must complete all sections of the Claim Form and meet all of the foregoing applicable deadlines. Clark County Subclass Members are both Settlement Class Members and Useful Life Subclass Members and may claim under either or both categories, so long as they meet the requirements set forth herein and in the Agreement.
4. If you submitted a claim in connection with the prior proposed settlement in the *Verdejo* Litigation, that prior claim will be reviewed under the terms of the new proposed settlement. To the extent you may be entitled to additional benefits not afforded by the prior proposed settlement, you **must** submit a new claim form to obtain such benefits. The Claims Administrator mailed a letter to all claimants who filed claims under the prior proposed settlement providing greater detail.
5. Claims require supporting documentation, including but not limited to, proof of the presence of the Viega Brass Fitting on which the claim is based, and documentation sufficient to support the claim (i.e., photographs, invoices, video, or other support) and establish that the root cause of the Failure was dezincification in the Viega Brass Fitting. Settlement Class Members **may** establish that their claim is based on Viega Brass Fittings by exercising one of the four (4) proof options in

Section 6.23(b) of the Agreement, and Useful Life Subclass Members **must** meet one of these four (4) proof options. Please refer to the website and the Settlement documents for an explanation of the required support documentation that you will need to submit with your claim.

6. You will be notified by letter if any additional information is required to process your claim or if your claim is denied. The earliest your claim will be processed is sixty days from the Effective Date of the Settlement. Monitor the settlement website for updated information regarding when your claim will be processed.
7. You must file your Claim Form by mail. Send your completed Claim Form and copies of any supporting documents to: *Verdejo v. Vanguard Piping Systems* Claims Administrator, P.O. Box 43206, Providence, RI 02940-3206.
8. If your claim is denied, you will be informed by letter and given 30 days to appeal. Any appeal will be adjudicated by a Special Master who shall independently determine the validity of the claim. The Settling Parties will have a reasonable opportunity to present two-page statements to the Special Master setting forth their position about whether the claim should be deemed eligible or ineligible for inclusion in the Claims Process. The decisions of the Special Master within his or her jurisdiction shall be final and binding on all Settling Parties.

Keep a copy of your completed Claim Form and all supporting documents that you submit. If you are mailing documents in addition to your Claim Form (for example, a repair order or invoice), do not send the original documents. If you are mailing in fittings, mail in the original fitting(s) on which your claim is based. If at all possible, send the fitting(s) attached to a large enough piece of PEX pipe so that the manufacturer markings are visible. Any documents or materials you submit with your Claim Form will not be returned and will only be retained until either your claim is paid, or the claim is denied and an appeal is not timely filed, or an appeal is timely filed and then finally adjudicated by the Special Master.

**PART A --- CLAIMANT INFORMATION
(TO BE COMPLETED BY ALL CLAIMANTS)**

Please check the applicable box: Individual or Business (including insurers with subrogation claims and parties seeking contribution/indemnity for eligible settled claims)

Full Name: _____ OR Business Name: _____

Current Mailing Address: _____ Daytime Phone Number: _____

City, State, Zip Code: _____ Evening Phone Number: _____

Mobile Phone Number: _____

If you are submitting a claim based on subrogation rights or an eligible past settlement, please complete this form providing information regarding the underlying property giving rise to your claim.

**PART B --- DESCRIPTION OF PROPERTY ASSOCIATED WITH THIS CLAIM
(TO BE COMPLETED BY ALL CLAIMANTS)**

Please fill out a separate form for each property.

PROPERTY ADDRESS ASSOCIATED WITH THIS CLAIM (if different from Claimant's address)

Property Address: (Do not use a P.O. Box)

City, State, Zip Code:

Do you currently own the property: Yes No

If Yes: What date did you acquire the property? _____

If No: Are you are renter or tenant? _____

If you are a former owner, what dates did you own the property? _____

To whom did you sell the property, if applicable? _____

Contact information for current owner: _____

Is the property within a Common-Interest Community, homeowners association, or similar organization?

Yes No I don't know

If Yes: (a) Identify the name of the organization and current contact: _____

(b) Is the property subject to a Condominium or Common-Interest Agreement, CC&Rs, or other similar agreement?

Yes No I don't know

If Yes: (a) Provide a copy of the agreement if you have one in your possession.

(b) Is the claim with respect to a portion of the building that is

Common Private or Both

(c) Is the claim made by the association or syndicate of co-owners of the building?

Yes No

PROPERTY TYPE

The property can be described as:

- A single-dwelling unit (whether a stand alone home or a unit that is part of a multi-unit building)
- A multi-dwelling unit

PROOF OF STANDING AS SETTLEMENT CLASS MEMBER

Please provide any proof in your possession that you are a Settlement Class Member entitled to make a claim (e.g., property tax statement, copy of lease, deed, etc.). The documents must name all owners and provide the address of the property; a mailing address is not sufficient.

Enclose documents for proof of ownership or lease. Please do not send originals.

NAME OF OCCUPANT AT TIME CLAIM ACCRUED (if different from Claimant)

Full Name: _____

INSTALLATION INFORMATION

1. Who was the builder of the structure incorporating Viega Brass Fittings?
 Check here if you do not know.

Name: _____

Phone Number: _____

Current Mailing Address: _____

City, State, Zip Code: _____

2. Who installed the Viega Brass Fittings?
 Check here if you do not know.

Name: _____

Phone Number: _____

Current Mailing Address: _____

City, State, Zip Code: _____

3. Installation Date:
 Installed when structure was originally built
 Installed after original construction of the structure
 Don't know

IDENTIFICATION & PROOF OF VIEGA BRASS FITTINGS

Do not submit a claim unless you have or had Viega Brass Fittings in your structure. Fittings subject to this settlement may be stamped with a "V," but there are many manufacturers and distributors of F1807 PEX plumbing brass fittings and many others look similar at first glance. Viega Brass Fittings generally should be secured to Viega or Vanguard-branded PEX pipe by a black annealed copper crimp ring and are marked with the denomination "F1807" in addition to the markings of a Vanguard/Viega supplier [*i.e.*, Marshall Brass ("MB"), Comap SA ("C"), AH-U ("AHU"), Giacomini ("G"), or Linx, LTD ("Linx")] and do not bear the markings of one of Vanguard/Viega's competitors. You can access photos and a description of the Viega Brass Fittings at www.verdejosettlement.com. The website also includes photographs of fittings that are not Viega Brass Fittings.

1. Disclose the proof that your structure contains Viega Brass Fittings? (Check all that apply.)

- Bills of sale, purchase orders
- Builder or plumbing records
- Report from plumber, engineer, or architect identifying Viega Brass Fittings in the property
- Photographs
- Other documentation (describe): _____

For each document checked above, please enclose a copy (not an original) with this completed form.

**PART C --- CLAIMS FOR IMPEDANCE OF USEFUL LIFE
(TO BE COMPLETED ONLY BY USEFUL LIFE SUBCLASS MEMBERS)**

A Useful Life Subclass Member who currently owns residential property located in the states of Arkansas, Arizona, California, Delaware, Hawaii, Kansas, Louisiana, Nevada, New Hampshire, Oklahoma, West Virginia and Wyoming **must** submit proof that s/he has Viega Brass Fittings in his/her structure meeting one of the following four (4) options. Please check the box, for the proof option under which you are choosing to proceed

A Vanguard-marked brass fitting (comporting with the definition of "Viega Brass Fittings" under Section 1.35 of the Agreement) removed from his/her Vanguard/Viega potable water system with accompanying physical,

photographic or other documentary evidence that this Viega Brass Fitting was taken from a Vanguard/Viega PEX system (e.g., photographs of Vanguard/Viega branded PEX pipe secured to the fitting by a black annealed copper crimp ring);

___ Photographs of a Vanguard-marked Viega Brass Fitting from his/her Vanguard/Viega potable water system including photographs showing all manufacturers' markings on the fitting and accompanying photographic or other documentary evidence of a Vanguard/Viega PEX system (e.g., photographs of Vanguard/Viega branded PEX pipe secured to the fitting by a black annealed copper crimp ring);

___ A Vanguard/Viega-branded PEX pipe secured by a black annealed copper crimp ring to an ASTM F1807 brass fitting that comes from and bears the markings of a Vanguard/Viega supplier (i.e., Marshall Brass, Comap SA, AH-U, Giacomini, or Linx, LTD) and that does not bear the markings of one of Vanguard/Viega's competitors; or

___ Photographs of a Vanguard/Viega-branded PEX pipe secured by a black annealed copper crimp ring to an ASTM F1807 brass fitting—including photographs showing all manufacturers' markings on the fitting—where such fitting comes from a Vanguard/Viega supplier (i.e. Marshall Brass, Comap SA, AH-U, Giacomini, or Linx, LTD) and does not bear the markings of one of Vanguard/Viega's competitors.

For each item checked above, please enclose the physical evidence or a copy (not an original) of any documentary evidence with this completed and signed form.

**PART D --- CLAIMS FOR ELIGIBLE FAILURES
(TO BE COMPLETED BY ELIGIBLE CLAIMANTS)**

Please fill out a separate Settlement Claim Form for each leak or system with reduced flow in a property containing Viega Brass Fittings.

FITTING LEAK CLAIMS

If you allege one or more Viega Brass Fittings you own have leaked due to dezincification, please answer the following questions:

1. Date of discovery of leak due to dezincification: _____
2. How many Viega Brass Fittings do you claim leaked due to dezincification? _____
3. How have you established that the root cause of the leak was dezincification in the Viega Brass Fitting? (Check all that apply.)
 - Photographs
 - Invoices or reports from a plumber identifying dezincification
 - Video
 - Other _____ documentation (describe): _____

For each document checked above, please enclose a copy (not an original) with this completed form.

4. Have you replaced the Viega Brass Fittings that is/are the subject of the leak?
 Yes No
5. Have you repaired any alleged damage to your property as a result of the leak?

Yes No

If yes, describe the repairs: _____

6. For any work described above, please state the amount paid out-of-pocket by you: _____

7. Was any other property damaged as a result of the leak?

Yes No

If yes, describe: _____

8. For any damage described above, please state the amount paid out-of-pocket by you to repair or replace:

You must submit invoice(s) and proof of payment for repairs, replacement or to support any other claim for damages.

9. Have you been reimbursed for any replacement/repair costs from your insurance company or any other third party?

Yes No

If yes, state: Source of Reimbursement: Reimbursement Amount:

10. Do you currently have damage caused by Viega Brass Fittings that has not been repaired or replaced?

Yes No

If yes, describe: _____

11. For any damage described above that has not been repaired or replaced, please state the amount of the estimated cost to repair or replace from the formal bid that you have obtained:

For replacement/repair that you assert still needs to be done, please provide a formal bid by a licensed professional documenting the cost estimate associated with the repair or replacement.

REFITTING CLAIMS

If you are seeking a refitting of your plumbing system due to two or more leaks in your Viega Brass Fittings caused by dezincification, please answer the following questions:

1. How many Viega Brass Fittings do you claim leaked due to dezincification? _____

2. How have you established that the root cause of each leak was dezincification in the Viega Brass Fitting? (Check all that apply.)

Photographs

Invoices or reports from a plumber identifying dezincification

Video

Other documentation (describe):

For each document checked above, please enclose a copy (not an original) with this completed form.

3. If the property is a single-dwelling unit (whether a stand-alone home or unit that is part of a multi-unit building) has it had two or more leaks?

Yes No

Do not submit a claim under this section if the property has had fewer than two leaks.

4. If the property is a multi-dwelling unit, how many units are in the property? _____
Of those units, how many have experienced leaks in the plumbing system? _____

Do not submit a claim if fewer than 30% of the units experienced leaks.

5. Have you refitted the property as a result of the leaks?
 Yes No

If yes, describe the repairs: _____

6. Was any other property damaged as a result of the leaks?
 Yes No

If yes, describe: _____

7. For any work or damage described above, please state the amount paid out-of-pocket by you:

You must submit invoice(s) and proof of payment for repairs, replacement or to support any other claim for damages.

8. Have you been reimbursed for any replacement/repair costs from your insurance company or any other third party?
 Yes No

If yes, state: Source of Reimbursement: Reimbursement Amount:

9. Do you currently have damage caused by Viega Brass Fittings that has not been repaired or replaced?
 Yes No

If yes, describe: _____

10. For any damage described above, please state the amount of the estimated cost to repair or replace from the formal bid that you have obtained: _____

For replacement/repair that you assert still needs to be done, please provide a formal bid by a licensed professional documenting the cost estimate associated with the repair or replacement.

OCCLUSION/REDUCTION IN FLOW CLAIMS

If you allege you are suffering a reduction in water flow that you claim to be due to blockage of pipe resulting from

corrosion of Viega Brass Fittings, please answer the following questions:

1. Describe in detail the reduction in water flow due to dezincification you are experiencing and how it was determined (attach additional pages if necessary):

2. Describe in detail the proof that an occlusion of a Viega Brass Fitting has resulted in a decrease of the water flow rate below the minimum standards set forth in Section 604, Table 604.3 of the International Plumbing Code (2012) (e.g., that the water flow for the fixture in a residential sink has decreased below 2.5 GPM (gallons per minute) for unrestricted flow). Table 604.3 of the International Plumbing Code (2012) is available at www.verdejo.com. (Attach additional pages if necessary.)

Please enclose a copy (not an original) of the proof with this completed form.

3. How have you established that the root cause of the occlusion was dezincification in the Viega Brass Fitting? (Check all that apply.)
 - Photographs
 - Invoices or reports from a plumber identifying dezincification
 - Video
 - Other documentation (describe):

For each document checked above, please enclose a copy (not an original) with this completed form.

4. If the property is a multi-dwelling unit, how many units are in the property? _____
Of those units, how many have experienced occlusion in the plumbing system? _____

Do not submit a claim if fewer than 30% of the units experienced occlusion.

5. Have you done repair work to fix this reduction in water flow?
 Yes No

6. If yes, what was the date of the repair: _____

Nature and Extent of Repair:

7. For any work or damage described above, please state the amount paid out-of-pocket by you:

You must submit invoice(s) and proof of payment for repairs, replacement or to support any other claim for damages.

8. Have you been reimbursed for any replacement/repair costs from your insurance company or any other third party?
 Yes No

If yes, state: Source of Reimbursement: Reimbursement Amount:

9. Do you currently have an occlusion or reduction in water flow caused by Viega Brass Fittings that has not been repaired or replaced?

Yes No

If yes, describe:

10. For any occlusion or reduction in water flow described above, please state the amount of the estimated cost to repair or replace from the formal bid you have obtained:

For replacement/repair that you assert still needs to be done, please provide a formal bid by a licensed professional documenting the cost estimate associated with the repair or replacement.

**PART E --- CLAIM HISTORY
(TO BE COMPLETED ONLY IF
CLAIMANT SEEKS TO CLAIM FOR ELIGIBLE FAILURES)**

1. Other than the leak which is the subject of this claim, have you ever experienced a leak involving Viega Brass Fittings?

Yes No

2. If yes, how many leaks have you experienced? _____

3. Have you ever submitted a claim for any of those leaks to a third party?

Yes No

If yes, answer the following:

How many prior claims have you made relating to your Viega Brass Fittings? _____

To whom was your prior claim made? _____

Have you been paid any amounts relating to or otherwise settled any prior claim?

Yes No

If yes, state: Identity of Payor: _____

Payment Amount/Date of Payment: _____

If No, describe the ultimate resolution of the claim(s): _____

Please attach a copy of the release or settlement agreement, if any.

**PART F --- CERTIFICATION
(TO BE COMPLETED BY ALL CLAIMANTS)**

CERTIFICATION

I certify under penalty of perjury that the following information is true and correct:

1. I have truthfully, accurately and to the best of my ability represented all of the personal identifying information listed in Part A;
2. I am a Settlement Class Member and the rightful owner of the claim described in this Claim Form;
3. a. To the extent I make this claim as a Useful Life Subclass Member, I aver that I am also a Useful Life Subclass Member and the rightful owner of the claim for impeded useful life described in Part C of this Claim Form. I further aver that any documentation and/or physical evidence described in Parts B and C above and provided with this Claim Form are, respectively, true and accurate copies or true originals demonstrating that my structure contains Viega Brass Fittings in a potable water system. And I attest to my belief that the useful life of my Viega Brass Fittings has been impeded and that all other claim requirements have been met;
- b. To the extent I make this claim as a Settlement Class Member, the documentation described in Parts B, D, and E above and provided with this Claim Form are true and accurate copies demonstrating that my structure contains Viega Brass Fittings, that said Viega Brass Fittings have experienced a qualifying Failure, that I have paid for all expenses and amounts for which I am now claiming reimbursement, and/or that I have provided accurate cost estimates for any replacements/repairs that I assert still need to be done;
- . All information that I provided is true and correct to the best of my knowledge and belief; and
5. I agree to allow Vanguard to inspect my home to verify the authenticity of my claim.

Consistent with Section 6.5 of the Agreement, I confirm my agreement to the Release Obligations enumerated in Sections 4.10-4.18 of the Agreement, and consent to the dismissal of any pre-existing action or proceeding relating to Viega Brass Fittings whether brought by me or by others on my behalf.

If more than one person has rights to the claims asserted, the Claim Form must be signed by all persons.

_____ Signature of Claimant	_____/_____/_____ Date
_____ Signature of Claimant	_____/_____/_____ Date
_____ Signature of Claimant	_____/_____/_____ Date
_____ Signature of Claimant	_____/_____/_____ Date