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**FILED**  
Superior Court of California  
County of Los Angeles

SEP 17 2014

Sherri R. Carter, Executive Officer/Clerk  
By Aldwin Lim, Deputy

Attorney for Defendants and Cross-Defendants  
VG PIPE LLC (successor-in-interest by merger to  
VANGUARD PIPING SYSTEMS, INC.) and  
VIEGA LLC

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.

AND RELATED CROSS-CLAIMS

Case No. BC448383

Judge William F. Highberger  
Department: CCW307

~~PROPOSED~~ JUDGMENT, FINAL ORDER  
APPROVING CLASS SETTLEMENT AND  
DECREE

Date: September 17, 2014  
Time: 11:00 a.m.  
Dept.: 307

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

1                                    **JUDGMENT, FINAL ORDER AND DECREE**

2            WHEREAS, plaintiffs Don Verdejo, Noreen Verdejo, Christina Anderson, Davey  
3 Hernandez, William Martinez, Corinne Martinez, Karen Michaud, Takashi Nishida,  
4 Kristin Nishida, Rodney Pyle and Kim Pyle (collectively the "Class Representatives"),  
5 Andrew L. Proclivo, Nancy H. Proclivo, Lawrence Ng, Koren J. Chin-Ng, Talia  
6 LaQuintara, Michael Connolly, and Gloria Connolly (collectively the "Clark County  
7 Subclass Representatives"), and Andrew L. Proclivo, Nancy H. Proclivo, Lawrence Ng,  
8 Koren J. Chin-Ng, Don Verdejo, Noreen Verdejo, Christina Anderson, Davey Hernandez,  
9 William Martinez, Corinne Martinez, Karen Michaud, Takashi Nishida, Kristin Nishida,  
10 Rodney Pyle, and Kim Pyle (collectively the "Useful Life Subclass Representatives"), all  
11 on behalf of the Settlement Class (as defined below), and defendants VG Pipe LLC  
12 (successor-in-interest by merger to Vanguard Piping Systems, Inc. and herein "VG Pipe")  
13 and Viega LLC (VG Pipe and Viega LLC are collectively referred to as "Viega") have  
14 applied to the Court pursuant to Rule 3.769(c) of the California Rules of Court for an  
15 Order (i) finally approving the proposed settlement of the above-captioned class action  
16 (the "Action") in accordance with the parties' improved Class Action Settlement  
17 Agreement and Release (the "Settlement Agreement"), which sets forth the terms and  
18 conditions for a proposed settlement of the Action (the "Settlement") and (ii) resolving all  
19 Plaintiffs' and Settlement Class Members', including all Useful Life Subclass Members'  
20 and all Clark County Subclass Members', claims regarding or relating to Viega Brass  
21 Fittings upon the terms and conditions in the Settlement Agreement;

22            WHEREAS, on June 20, 2014, the Court entered an Order (the "Preliminary  
23 Approval Order") preliminarily approving the proposed Settlement, provisionally  
24 certifying the Settlement Class, including the Useful Life Subclass and the Clark County  
25 Subclass for settlement purposes, appointing Class Counsel, Useful Life Subclass Counsel  
26 and Clark County Subclass Counsel, directing Notice to the class and setting a hearing to  
27 consider whether to grant final approval of the settlement (the "Fairness Hearing");

28

1 WHEREAS, following implementation of the approved Notice Plan, there were no  
2 objections to the proposed Settlement;

3 WHEREAS, the Court held the Fairness Hearing on September 17, 2014, to  
4 determine, among other things, (i) whether the terms and conditions of the proposed  
5 Settlement are fair, reasonable and adequate and should therefore be approved; (ii)  
6 whether the Settlement Class, including the Useful Life Subclass and the Clark County  
7 Subclass, should be finally certified for settlement purposes; (iii) whether Notice to the  
8 Settlement Class was implemented pursuant to the Preliminary Approval Order and  
9 constituted due and adequate notice to the Class; (iv) whether to approve the proposed  
10 benefits to the settlement, including the Limited Warranty; (v) whether to enter judgment  
11 resolving all Plaintiffs' and Settlement Class Members', including all Useful Life  
12 Subclass Members' and all Clark County Subclass Members', claims regarding or relating  
13 to Viega Brass Fittings upon the terms and conditions in the Settlement Agreement; (vi)  
14 whether and in what amount to award attorneys' fees and expenses to Class Counsel,  
15 Useful Life Subclass Counsel and Clark County Subclass Counsel; and (v) whether and in  
16 what amount to award an incentive award to the Class Representatives; and

17 WHEREAS, at the Fairness Hearing on September 17, 2014 the Court addressed  
18 the proposed Settlement with Class Counsel, Useful Life Subclass Counsel and Clark  
19 County Subclass Counsel on behalf of the Settlement Class Members and Defense  
20 Counsel on behalf of Viega (collectively, the "Settling Parties").

21 NOW, THEREFORE, based on the written submissions of the Settling Parties and  
22 other documents and evidence in the Court's record in the Action, and on the arguments  
23 of counsel at the Fairness Hearing, and good cause appearing, it is hereby **ORDERED,**  
24 **ADJUDGED AND DECREED** as follows:

25 1. **Incorporation of Settlement Documents.** This Judgment, Final Order and  
26 Decree (the "Judgment") incorporates and makes a part hereof the June 2014 Settlement  
27 Agreement and June 20, 2014 Addendum thereto. All capitalized terms not defined in this  
28 Order shall have the definitions ascribed to them in the Settlement Agreement.

1           2. **Jurisdiction.** The Court has personal jurisdiction over the parties and all other  
2 Settlement Class Members (as defined below) and has subject matter jurisdiction over the  
3 Action, including, without limitation, jurisdiction to approve the proposed Settlement,  
4 grant final certification of the Settlement Class, and enter final judgment resolving all  
5 Plaintiffs' and Settlement Class Members', including all Useful Life Subclass Members'  
6 and all Clark County Subclass Members', claims regarding or relating to Viega Brass  
7 Fittings upon the terms and conditions in the Settlement Agreement. The Court shall  
8 retain jurisdiction to enforce the terms of the Judgment.

9           3. **Final Class Certification.** The Court finds that, for settlement purposes, the  
10 prerequisites for certification of a class under California law (including Cal. Civ. Proc.  
11 Code § 382 and Cal. R. Ct. 3.769) have been satisfied, in that:

12           (a) The Settlement Class, and each of the subclasses, are ascertainable;

13           (b) The Settlement Class, and each of the subclasses, are so numerous that joinder  
14 of all members would be impractical;

15           (c) Plaintiffs, and each of the subclasses, have alleged one or more questions of  
16 fact and law that are common to all members of the Settlement Class;

17           (d) The Plaintiffs' claims, and the claims of each of the subclasses, are typical of  
18 those of the other Settlement Class Members and members of the subclasses, respectively;

19           (e) The Class Representatives and Class Counsel, the Useful Life Subclass  
20 Representatives and Useful Life Counsel, and the Clark County Subclass Representatives  
21 and Clark County Counsel, have all fairly and adequately represented and protected the  
22 interests of the members of the Settlement Class, in that (i) their interests are and have  
23 been consistent with those of the other Settlement Class Members; (ii) Class Counsel,  
24 Useful Life Counsel and Clark County Counsel are able and qualified to represent the  
25 Settlement Class; and (iii) the Class Representatives, the Useful Subclass Representatives  
26 and the Clark County Subclass Representatives and their attorneys have fairly and  
27 adequately represented the Settlement Class Members in prosecuting this Action and in  
28 negotiating and entering into the Settlement; and

1 (f) For settlement purposes only, questions of law and/or fact common to  
2 members of the Settlement Class predominate over any such questions affecting only  
3 individual Settlement Class Members, and a class action is superior to all other available  
4 methods for the fair and efficient resolution of the Action. In making these findings for  
5 settlement purposes, the Court considered, among other things, (i) the Settlement Class  
6 Members' interests in individually controlling the prosecution of separate actions, (ii) the  
7 impracticability of inefficiency of prosecuting separate actions, (iii) the extent and nature  
8 of any litigation concerning these claims already commenced, and (iv) the desirability of  
9 concentrating the litigation of the claims in a particular forum.

10 4. Pursuant to Cal. Civ. Proc. Code § 382 and Cal. R. Ct. 3.769, the Court hereby  
11 finally certifies this Action as a nationwide class action, for settlement purposes only, on  
12 behalf of a Settlement Class consisting of:

13  
14 All Persons that own or have owned buildings, homes, residences or any  
15 other structures located in the United States that contain or have ever  
16 contained Viega Brass Fittings. Also included in this class are all such  
17 Persons' spouses, joint owners, heirs, executors, administrators, mortgagees,  
18 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.

19  
20 Settlement Class Members who own or have owned buildings, homes,  
21 residences or any other structures located in Clark County, Nevada that  
22 contain or have ever contained Viega Brass Fittings are also members of the  
23 "Clark County Subclass." Also included in this subclass are all such Persons'  
24 spouses, joint owners, heirs, executors, administrators, mortgagees, tenants,  
25 creditors, lenders, predecessors, successors, subsequent owners or occupants,  
26 lessees, trusts and trustees, attorneys, agents, and assigns and all Persons who  
27 have vested legal rights such that they have legal standing and are entitled to  
28 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."

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

5 Persons who seek contribution or indemnity from Viega based on past  
6 settlements of, or judgments on, claims with Settlement Class Members,  
7 Clark County Subclass Members, or Useful Life Subclass Members also are  
8 members of the Settlement Class and the respective subclass(es), if  
9 applicable, if they paid those settlements prior to the date of the Preliminary  
10 Approval Order and thereby obtained vested legal rights to pursue such  
11 contribution or indemnity claims. To the extent there may in the future be  
12 subrogated insurance carriers or Persons who seek contribution or indemnity  
13 from Viega because of vesting of legal rights that occurs after the date of the  
14 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.

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

25 5. The Court confirms its appointment of (a) Don Verdejo, Noreen Verdejo,  
26 Christina Anderson, Davey Hernandez, William Martinez, Corinne Martinez, Karen  
27 Michaud, Takashi Nishida, Kristin Nishida, Rodney Pyle, and Kim Pyle as the Class  
28 Representatives; (b) Andrew L. Proclivo, Nancy H. Proclivo, Lawrence Ng, Koren J.  
Chin-Ng, Talia LaQuintara, Michael Connolly, and Gloria Connolly as the Clark County  
Subclass Representatives; and (c) Andrew L. Proclivo, Nancy H. Proclivo, Lawrence Ng,  
Koren J. Chin-Ng, Don Verdejo, Noreen Verdejo, Christina Anderson, Davey Hernandez,

1 William Martinez, Corinne Martinez, Karen Michaud, Takashi Nishida, Kristin Nishida,  
2 Rodney Pyle, and Kim Pyle as the Useful Life Subclass Representatives. . The Court  
3 also confirms its appointment of (a) Kasdan Weber Turner LLP and Girardi Keese as  
4 Class Counsel and Useful Life Subclass members in Arkansas, Arizona, California,  
5 Delaware, Hawaii, Kansas, Louisiana, New Hampshire, Nevada (excluding Clark  
6 County), Oklahoma, West Virginia and Wyoming; and (b) Canepa Riedy Abele &  
7 Costello (formerly Canepa Riedy & Rubino), Maddox, Isaacson & Cisneros, LLP, Kemp,  
8 Jones & Coulthard, LLP, Lynch, Hopper, Salzano & Smith, LLP and Carraway &  
9 Associates, LLC as Clark County Subclass Counsel and the Clark County Useful Life  
10 Subclass members.

11 6. **Notice.** The Court confirms that the distribution of the Notice, the publication  
12 of the publication notice, and the notice methodology as set forth in the Declaration of  
13 Daniel Rosenthal filed on June 12, 2014 previously approved by the Court on June 20,  
14 2014, were all implemented in accordance with the Court's Preliminary Approval Order.

15 7. The Court further finds and confirms that the Notice and the Notice Plan:

16 (a) constituted the best practicable notice;

17 (b) constituted notice that was reasonably calculated under the circumstances to  
18 apprise potential Settlement Class Members, and fully and accurately informed them, of  
19 the pendency of the Action, the effect of the Settlement Agreement (including the  
20 Released Claims), the nature and material terms of the proposed Settlement Agreement  
21 (including the Released Claims), the nature and material terms of the proposed Settlement  
22 (including the benefits to Settlement Class Members, the Limited Warranty and Class  
23 Counsel's and Clark County Subclass Counsel's requests for awards of attorneys' fees,  
24 expenses and incentive awards), their right to object to the proposed Settlement (benefits  
25 to Settlement Class Members, the Limited Warranty and Class Counsel's request for an  
26 award of attorneys' fees, expenses and incentive awards), their right to exclude  
27 themselves from the Settlement Class, and their right to appear at the Fairness Hearing;  
28

1 (c) were reasonable and constituted due, adequate, and sufficient notice to all  
2 persons or entities entitled to receive notice: and

3 (d) met all applicable requirements of California law (including Cal. R. Ct. 3.766  
4 and 3.769(f)), the United States Constitution (including the Due Process Clause), the  
5 Rules of the Court, and any other applicable law.

6 8. **Final Settlement Approval**. The Court finds that the proposed Settlement  
7 resulted from non-collusive negotiations conducted at arms' length by the parties and was  
8 entered into in good faith. The terms of the Settlement Agreement do not have any  
9 material deficiencies and do not improperly grant preferential treatment to any individual  
10 Settlement Class Member. Accordingly, the proposed Settlement as set forth in the  
11 Settlement Agreement is hereby fully and finally approved as fair, reasonable and  
12 adequate, consistent and in full compliance with all applicable requirements of California  
13 law (including Cal. Civ. Proc. Code § 382 and Cal. R. Ct. 3.769), the United States  
14 Constitution (including the Due Process Clause), and the Rules of the Court, and in the  
15 best interests of each of the Settling Parties, and the Settlement Class Members.

16 9. In making these findings, the Court considered, among other factors, (i) the  
17 nature of the claims asserted and the strength of Plaintiffs' claims and Viega's' defenses,  
18 (ii) the risk, expense, complexity, and likely duration of further litigation, (iii) the  
19 prospects of Plaintiffs' obtaining certification of a litigation class and of maintaining such  
20 certification through trial, (iv) the amount and kinds of benefits to be offered in the  
21 proposed Settlement, including the Limited Warranty, (v) the stage of the proceedings at  
22 which the proposed Settlement was reached, (vi) the information available to the Settling  
23 Parties, the Settlement Class, and the Court, (vii) the experience and views of the Settling  
24 Parties' counsel, (viii) the extensive involvement of two respected mediators, one of who  
25 is a retired judge of the California Superior Court, (ix) the Settlement Class Members'  
26 reactions to the proposed Settlement, including the number of objections and exclusion  
27 requests submitted by actual or potential members of the Settlement Class, and (x) the  
28 submissions made in connection with the Fairness Hearing.



1           10. **The Court Has Subject Matter Jurisdiction:** The Court has subject matter  
2 jurisdiction over this matter, which is the first-filed class action involving allegations of  
3 Viega Brass Fittings.

4           11. **The Settlement Class Was Properly Certified:** The bases articulated by the  
5 Court for its provisional certification of the Class for settlement purposes support the final  
6 certification of the settlement Class. The evidence shows that plaintiffs have standing and  
7 that Class Counsel can adequately represent the Settlement Class. Moreover, this Court  
8 may certify a nationwide Settlement Class under these circumstances. Issues of  
9 manageability of a trial of the action are no longer a concern in settlement. The pendency  
10 of certain other, limited actions does not persuade the Court that certification of a  
11 nationwide Settlement Class is improper.

12           12. **The Settlement Is Not Collusive:** This action has been vigorously contested  
13 by the parties for several years before this Court. The Court is very familiar with counsel  
14 for the Settling Parties and, by observing the litigation and their conduct, does not believe  
15 that they have engaged in collusion. Moreover, settlement negotiations were overseen by  
16 neutral mediators who monitored and observed the negotiations process, and the  
17 negotiations commenced before any jury verdict was reached in the matter of *Aventine-*  
18 *Tramonti HOA v. Vanguard Piping Systems, Inc.*, Case No. A555328 (Clark Cty. Dist.  
19 Ct.).

20           13. **The Class Has Received Fair and Sufficient Benefits Under the Settlement:**  
21 In light of the costs and uncertainties of litigating this case – including the substantial  
22 possibility that the Plaintiffs and the Settlement Class would not succeed on the merits and  
23 would recover nothing at all, as well as the expense and delays inherent in continued  
24 litigation – the Settlement is reasonable. The Settlement Class Members receive  
25 immediate, direct, and substantial benefits against a covered failure in the form of a  
26 Limited Warranty, running sixteen (16) years (and nineteen (19) years for the Clark  
27 County Subclass Members) from the Date of Installation of the Viega Brass Fittings (and  
28 covering all their reasonable, proven incurred or anticipated costs from a covered failure

1 in a Viega Brass Fitting. Viega will not provide coverage under the Limited Warranty to  
2 any Settlement Class Structure damaged by: (1) components other than those  
3 manufactured or sold by Viega; or (2) failure to design, install, or inspect or test the  
4 system in accordance with Viega's installation instructions in effect at the time of the  
5 installation, applicable code requirements, and/or good plumbing practices. However,  
6 affirmative "Workmanship" defenses to warranty claims are limited to those situations  
7 where Failures are due to the excessive use of solder flux, the use of non-code compliant  
8 solder flux, overcrimping causing deformation of the Viega Brass Fitting, or  
9 undercrimping (as measured with the Viega/Vanguard "Go/No Go" gauge). The  
10 Settlement Class Members are also reimbursed for all reasonable costs and expenses  
11 related to prior eligible failures. In sum, Settlement Class Members will be made whole,  
12 with potential payments being uncapped and unlimited. The relief afforded by the  
13 Settlement is fair, adequate, and reasonable, and reflects a reasonable compromise given  
14 the uncertainties of litigation for both the Settlement Class and Viega.

15 **14. The Claims Process Is Reasonable and Not Unduly Burdensome:** The  
16 claims process is reasonable and not unduly burdensome. The Court is satisfied that the  
17 period within which Settlement Class Members may make claims is sufficient; there is no  
18 evidence that a longer period is necessary. The Court is further satisfied that the evidence  
19 requirement of the claims process is reasonable. Settlement Class Members are permitted  
20 to rely on multiple and different types of evidence to prove that a covered failure has  
21 occurred, and such methods are clearly disclosed in the Settlement Agreement and the in  
22 Claim Form. Requiring Settlement Class Members to demonstrate their membership in  
23 the Class in this fashion is a reasonable method of filtering out fraudulent and improper  
24 claims.

25 The Court is not aware of any evidence suggesting that Viega has used or intends  
26 to use the claims process to discourage Settlement Class Members from filing claims for  
27 settlement relief, particularly when a claimant may appeal a denied claim to an  
28 independent Special Master without incurring fees or costs.

1           **15. The Notice Program Complied with All Requirements:** The notice plan was  
2 a sufficient and reasonable method of providing notice of the Settlement to all Settlement  
3 Class Members and further complied with all due process requirements. Notice was  
4 provided by direct mail to those individuals and addresses in the Settling Parties'  
5 possession. Moreover, substantial efforts were made to disseminate Notice by other  
6 means, including internet banner advertisements, notice by publication in national leading  
7 magazines, press releases, and a settlement website. To the extent Settlement Class  
8 Members are litigating against Viega in other jurisdictions, the Court is persuaded that  
9 they received notice when Viega moved to stay those pending actions in light of this  
10 Settlement.

11           The content of the Notice, whether sent directly to Settlement Class Members or  
12 published, was clear and succinct and as complete as practicable. The Notices  
13 appropriately directed class members to further resources, such as the Settlement website,  
14 which contained additional and more detailed information relating to the Settlement.

15           **16. It Is Reasonable to Permit Individuals to Determine Whether to Opt-Out**  
16 **of the Class:** The Court approves of the provision in the Settlement Agreement requiring  
17 HOAs to meet certain requirements before they are permitted to opt-out on behalf of their  
18 individual members – *e.g.*, assignment and attestation. Individual Settlement Class  
19 Members have a due process right to determine whether to receive the benefits of the  
20 Settlement or to litigate individually. It is neither unreasonable or inappropriate to impose  
21 procedural safeguards to ensure that individual Settlement Class Members are, in fact,  
22 exercising their due process rights when another party seeks to opt-out on their behalf.

23           **17. The Plaintiffs Conducted a Sufficient Investigation of Class Claims:**  
24 Plaintiffs, Class Counsel, Counsel for the Clark County Subclass, and Counsel for the  
25 Useful Life Subclass have satisfied their due diligence duty to the Settlement Class and all  
26 subclasses, and conducted a thorough examination and investigation of the law and facts,  
27 including substantial discovery relating to the matters set forth in the class action  
28 complaint and any amendments thereto giving rise to this Agreement and the claims set

1 forth therein, as demonstrated by their continued litigation of this action, which has now  
2 been ongoing for three years. Moreover, this Court is aware from this Action that the  
3 Plaintiffs, Class Counsel, Counsel for the Clark County Subclass, and Counsel for the  
4 Useful Life Subclass have sought and obtained discovery concerning other actions  
5 involving class claims, including cases litigated and pending in Nevada. The Court is  
6 satisfied, based on the time spent by the Plaintiffs, Class Counsel, Counsel for the Clark  
7 County Subclass, and Counsel for the Useful Life Subclass in this litigation (and others  
8 like it) and the extent and scope of discovery, that the Plaintiffs, Class Counsel, Counsel  
9 for the Clark County Subclass, and Counsel for the Useful Life Subclass have conducted a  
10 sufficient investigation of class claims.

11 **18. The Class Representatives' Incentive Award Is Reasonable:** The Court  
12 finds that an award of \$5,000 per home with named Plaintiff(s) is fair and reasonable  
13 under the circumstances. Some Plaintiffs sat for multiple depositions, destructive testing  
14 of their homes was performed, and Plaintiffs who did not submit to deposition or  
15 destructive testing were in fact willing to do so.

16 **19. The Settlement Appropriately Protects Class Members' Due Process**  
17 **Rights:** The Settlement does not infringe on any due process rights of the Settlement  
18 Class Members. All Settlement Class Members were given an opportunity to contest the  
19 fairness of the Settlement at the Fairness Hearing on September 17, 2014, after receiving  
20 Notice pursuant to the notice plan.

21 **20. Implementation of Settlement Agreement:** The Settling Parties are directed  
22 to implement and consummate the Settlement Agreement according to its terms and  
23 provisions. The Court approves the documents submitted to the Court in connection with  
24 implementation of the Settlement Agreement.

25 **21. Binding Effect.** All Settlement Class Members were given a full and fair  
26 opportunity to participate in the Fairness Hearing, and all Settlement Class Members  
27 wishing to be heard have been heard. Settlement Class Members have had a full and fair  
28 opportunity to exclude themselves from the proposed Settlement and the Settlement Class.

1 Accordingly, the terms of the Settlement Agreement and of this Judgment shall be forever  
2 binding on Plaintiffs and the Settlement Class Members who did not timely exclude  
3 themselves from the Class, as well as on all of their heirs, executors, predecessors,  
4 successors, affiliates (as defined in 17 C.F.R. Part 210.1-02b) and assigns.

5 22. **Exclusion Requests.** A list of all potential Settlement Class Members who  
6 have properly excluded themselves from the Settlement Class is attached hereto as  
7 **Exhibit A.** All Settlement Class Members not listed in **Exhibit A** are bound by the terms  
8 of the Settlement Agreement, this Judgment, and all other orders entered in this Action,  
9 regardless of whether any such person or entity previously initiated, has pending, or  
10 subsequently initiates any litigation, arbitration, or other proceeding or has any other  
11 Claim, against any or all of the Released Parties relating to any of the Released Claims.

12 23. **Releases.** As of the date of the Fairness Hearing, and without limiting the full  
13 language of the Releases identified in Section 4 of the Settlement Agreement (including  
14 all terms defined therein), which is given full force and effect, the Released Claims  
15 against each and all of the Released Parties shall be released and barred, without costs to  
16 any party, except as provided in the Settlement Agreement.

17 24. **Permanent Injunction.** The Court permanently bars and enjoins:

18 (a) all Settlement Class Members (and their heirs, executors, administrators,  
19 predecessors, successors, affiliates (as defined in 17 C.F.R. Part 210.1-02b), and assigns)  
20 that did not serve timely and valid exclusions, from filing, commencing, prosecuting,  
21 intervening in, participating in (as class members or otherwise), or receiving any benefits  
22 or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other  
23 proceeding or order in any jurisdiction that is based upon, arises out of, or relates to any  
24 claim released against the Released Parties, including, but not limited to, any claim that is  
25 based upon, arises out of, or relates to the Action or the transactions and occurrences  
26 referred to in any Complaint filed in the Action; and

27 (b) all persons and entities that did not serve timely valid exclusions, from filing,  
28 commencing, or prosecuting any other lawsuit or proceeding as a class action (including

1 by seeking to amend a pending complaint to include class allegations or by seeking class  
2 certification in a pending action) or other representative or derivative action on behalf of  
3 any Settlement Class Members as to the Released Parties, if such other lawsuit or  
4 proceeding is based upon, arises out of, or relates to any claims brought against the  
5 Released Parties, including, but not limited to, any claim that is based upon, arises out of,  
6 or relates to the Action or the transactions and occurrences referred to in any Complaint  
7 filed in the Action.

8       **25. No Admissions.** This Judgment, the Settlement Agreement, the offer of the  
9 Settlement Agreement, and compliance with this Judgment or the Settlement Agreement  
10 shall not constitute or be construed as an admission by the Released Parties of any  
11 wrongdoing or liability. This Judgment and the Settlement Agreement are to be construed  
12 solely as a reflection of the Settling Parties' desire to facilitate a resolution of the claims in  
13 the Action and of the claims brought against the Released Parties. The Settling Parties  
14 agree that no party was or is a "prevailing party" in this case. In no event shall this  
15 Judgment, the Settlement Agreement, any of their provisions, or any negotiations,  
16 statements, or court proceedings relating to their provisions in any way be construed as,  
17 offered as, received as, used as, or deemed to be evidence of any kind in the Action, any  
18 other action, or any judicial, administrative, regulatory or other proceeding, except a  
19 proceeding to enforce the Settlement Agreement. Without limiting the foregoing, neither  
20 this Judgment nor the Settlement Agreement, nor any related negotiations, statements, or  
21 court proceedings, shall be construed as, offered as, received as, used as, or deemed to  
22 evidence or an admission or concession of any liability or wrongdoing whatsoever on the  
23 part of any person or entity, including, but not limited to, Viega, or as a waiver by Viega  
24 of any applicable defense; *provided, however*, that this Judgment and the Settlement  
25 Agreement may be filed in any action against or by Viega or Released Party to support a  
26 defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,  
27 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,  
28 issue preclusion, or similar defense or counterclaim.

1           26. **Attorneys' Fees and Incentive Awards.** The Court awards \$ 4,703,177.69  
2 in attorneys' fees, \$ 261,325.31 in expenses to Class Counsel, \$ 6,429,371.25 in  
3 attorneys' fees, \$ 570,628.75 in expenses to Clark County Subclass Counsel, and an  
4 incentive award of \$ 5,000.00 to each of the Class Representatives, which sums the  
5 Court finds fair and reasonable.

6           27. **Notice of Judgment to Class.** Pursuant to Cal. R. Ct. 3.771(b), the Claims  
7 Administrator shall provide notice of the Judgment to the Settlement Class by posting this  
8 Final Order and Judgment on the settlement website, www.verdejosettlement.com, within  
9 five (5) days after entry of this Final Order and Judgment. The Court finds that such  
10 notice satisfies the notice requirements of Cal. R. Ct. 3.771(b).

11           28. **Modification of Settlement Agreement.** Without further approval from the  
12 Court, the Settling Parties are hereby authorized to agree to and adopt such amendments,  
13 modifications, and expansions of the Settlement Agreement (including is exhibits) as (i)  
14 are not materially inconsistent with this Judgment and (ii) do not materially limit the  
15 rights of Settlement Class Members under the Settlement Agreement.

16           29. **Resolution of Action.** All claims that have been or could have been asserted  
17 by any member of the Settlement Class, including all Useful Life Subclass Members and  
18 all Clark County Subclass Members, regarding or relating to Viega Brass Fittings are  
19 hereby released and barred upon the terms and conditions in the Settlement Agreement.

20           30. **Retention of Jurisdiction:** Nothing in this Judgment shall preclude any action  
21 to enforce the terms of the Settlement as approved by the Court. Without in any way  
22 affecting the finality of this Judgment, the Court expressly retains continuing and  
23 exclusive jurisdiction over the Settling Parties, the Settlement Class Members and anyone  
24 else who appeared before this Court for all matters related to this Action, including the  
25 administration, consummation, interpretation, effectuation, or enforcement of the  
26 Settlement Agreement and of this Judgment, and for any other reasonably necessary  
27 purpose, including, without limitation:  
28

1 (a) enforcing the terms and conditions of the Settlement Agreement and this  
2 Judgment;

3 (b) resolving any disputes, claims, or causes of action that, in whole or in part, are  
4 related to or arise out of the Settlement Agreement or this Judgment (including, without  
5 limitation, whether claims or causes of action allegedly related to the Action are or are not  
6 barred by this Judgment and the Release);

7 (c) entering such additional orders as may be necessary or appropriate to protect or  
8 effectuate this Judgment, including whether to impose a bond on any parties who appeal  
9 this Final Order and Judgment; and

10 (d) entering any other necessary or appropriate orders to protect and effectuate this  
11 Court's retention of continuing jurisdiction; *provided, however*, that nothing in this  
12 Judgment shall interfere with the Special Master's ability to make final, binding, and non-  
13 appealable rulings as prescribed in the Settlement Agreement.

14 31. **Termination**. If the Settlement does not become Final in accordance with the  
15 terms of the Settlement Agreement, or is otherwise terminated pursuant to the terms of the  
16 Settlement Agreement, this Judgment shall be rendered null and void to the extent  
17 provided by and in accordance with the Settlement Agreement.

18 32. **Entry of Judgment**. This dismissal is intended to constitute a judgment under  
19 Cal. Civ. Proc. Code § 581d. The Clerk of the Court is hereby ordered to enter this  
20 Judgment forthwith.

21 **IT IS SO ORDERED.**

22 Dated: 9/17, 2014

23 

24 Hon. William F. Highberger  
25  
26  
27  
28



# **Exhibit A**

Verdejo v. Vanguard  
Exhibit A - Exclusion List  
As of September 9, 2014

Count 8

Claim ID	Last Name	First Name
142179001	CULY CONTRACTING, INC	
901324001	KUGELSTADT	STUART & ROXANNE
902013201	LOWRY	W. BRETT
151666301	MEDCO CONSTRUCTION	
152587701	MTW PIPEWORKS	
101712501	PLUNGES	GREGORY
102912201	TOCCO	GLORIA
113671301	VALENTINI	WILLIAM A & BRANDY B