

**UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF PENNSYLVANIA**

**AL'S DISCOUNT PLUMBING; et al.;**  
**individually and on behalf of all other**  
**similarly situated, respectively,**  
**Plaintiffs,**

**v.**

**VIEGA LLC,**  
**Defendant.**

**CIVIL ACTION NOS.: 1:19-cv-00159**

**(Chief Judge Conner)**

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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This Agreement is made and entered into by and between Al's Discount Plumbing LLC, Accurate Backflow and Plumbing Services, Inc., Homestead Heating & Plumbing LLC, Ryan Plumbing, Inc., Airic's Heating & Air Conditioning, Inc., Prime Source Plumbing & Heating Corp., Mazzola Plumbing Heating & Gas Fitting, Inc., All Knight Plumbing, Heating and Air Conditioning, Inc., and Plumb Perfection LLC ("Plaintiffs" and "Class Representatives"), on the one hand, and Viega LLC ("Viega" or "Defendant"), on the other hand, to settle, compromise, release, and discharge the claims on behalf of Plaintiffs and all those similarly situated according to the terms and conditions herein.

WHEREAS, the Plaintiffs filed the action *Al's Discount Plumbing, et al. v. Viega LLC*, Case No. 1:19-CV-00159-CCC (M.D. Pa.) (the "Litigation"), asserting claims on their own behalf and on behalf of indirect purchaser putative class members against Viega;

WHEREAS, Plaintiffs allege in the Litigation, among other things, that Defendant violated certain federal antitrust statutes and certain state laws in connection with its sales of carbon steel press fittings and copper press fittings, and that such violations injured indirect purchasers of Viega copper press fittings;

WHEREAS, Defendant has denied and continues to deny each and every one of Plaintiffs' claims and allegations in the Litigation; has not conceded or admitted any liability, or that it has violated or breached any law, regulation or duty owed to Plaintiffs or anyone, and denies that Plaintiffs or anyone were injured by any conduct by Defendant alleged in the Litigation or otherwise;

WHEREAS, during the course of the Litigation, the parties and their counsel have litigated dispositive motions and conducted discovery, including written discovery, document productions, and depositions. The parties have litigated their respective positions in connection with all aspects of the Litigation;

WHEREAS, as a result of the Litigation, the Plaintiffs and Defendant and their counsel are thoroughly familiar with the factual and legal issues presented by their respective claims and defenses and recognize the uncertainties as to the ultimate outcome of the Litigation, and that any

final result would require years of further complex litigation and substantial expense;

WHEREAS, Plaintiffs and Defendant agreed to mediate the case with Robert A. Meyer, Esq., a highly qualified and experienced mediator at JAMS. After multiple mediation sessions, Plaintiffs and Defendant reached agreement on the material terms of a class action settlement; there was no discussion of the amount of attorneys' fees or incentive awards for Plaintiffs. After further negotiations, all terms of the agreement were eventually reduced to this writing;

WHEREAS, this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be construed as an admission by Viega that the Litigation Claims have merit or that Viega bears any liability to Plaintiffs or the putative class members on the Litigation Claims, or as an admission by Plaintiffs that Viega's defenses in the Litigation have merit.

NOW, THEREFORE and for good and valuable considerations, the Plaintiffs and Defendant agree to a settlement as follows:

**1. DEFINITIONS**

As used in this Agreement (which, as defined below, includes the accompanying Exhibits), the following terms have the meanings set forth below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

1.1 "Agreement" (or "Settlement") means this Class Action Settlement Agreement and Release, including the forms, notices and other documents attached as Exhibits or contemplated herein, and any amendments thereto.

1.2 "Administrative Costs" means all of the costs of the Notice Plan and the costs of administering and processing claims, disbursements of consideration, and other necessary and reasonable costs associated with administering this Settlement, including the compensation of the Settlement Administrator, and is exclusive of costs associated with administering the Rebate Program and issuing rebate payments for which Viega shall be solely and financially responsible.

1.3 "Business Terms" means as described in Section 3.1.1.

1.4 “CAFA” means the Class Action Fairness Act (28 U.S.C. § 1715).

1.5 “Cash Settlement Fund” means as described in Section 4.1.

1.6 “Cash Settlement Payment” means as described in Section 3.2.

1.7 “Claim Form” means the Court-approved claim form that must be timely completed and submitted by the Multi-State Settlement Subclass Members, as set forth in Sections 3.2.1 of this Agreement, in substantially the same form as **Exhibit C**.

1.8 “Claims Period” or “Claims Periods” means the time during which Multi-State Settlement Subclass Members may submit a Claim Form for eligibility for a Cash Settlement Payment as described in Sections 3.2.1 of this Agreement.

1.9 “Class Counsel” means the interim Class Counsel appointed by the Court in the Order dated [Dkt. 38], and such counsel as the Court shall appoint in connection with Preliminary Approval of the Settlement, and any counsel working at their direction in their capacity as such.

1.10 “Class Notice” means the Court-approved notices, in substantially the same form as **Exhibits A and B**.

1.11 “Class Period” is January 29, 2015 to the date of entry of the Preliminary Approval Order.

1.12 “Court” means the United States District Court for the Middle District of Pennsylvania.

1.13 “Defense Counsel” means Viega’s counsel of record in the Litigation, Alexander P. Imberg, Stephen M. Fazio, Eric J. Knapp, Sean L. McGrane and Aengus H. Carr of Squire Patton Boggs (US) LLP, and Bridget Montgomery of Eckert Seamans Cherin & Mellott, LLC.

1.14 “Effective Date” means the date on which any Final Order and Judgment entered pursuant to the Agreement becomes final, after all related appellate rights have expired or have been exhausted.

1.15 “Execution Date” means the date on which this Agreement is executed by all parties.

1.16 “Final Order and Judgment” means the order and judgment of the Court dismissing

this matter with prejudice as to Viega and approving this Agreement.

1.17 “Individual Rebate Cap” means as described in Section 3.2.4.

1.18 “Litigation” means *Al’s Discount Plumbing, et al. v. Viega LLC*, Case No. 1:19-CV-00159-CCC, pending in the United States District Court for the Middle District of Pennsylvania.

1.19 “Litigation Claims” means the claims asserted by Plaintiffs in the Litigation.

1.20 The “Multi-State Settlement Subclass” is defined as all indirect purchasers of Viega ProPress® copper press fittings sold by wholesale distributors in, or made from a purchaser’s principal place of business located within, the states of AL, AZ, CA, CT, IA, KS, MA, MI, MN, MS, NE, NV, NH, NM, NY, NC, ND, OR, RI, SD, TN, UT, VT, WV, WI and the District of Columbia during the Class Period.

1.20.1 Excluded from the Multi-State Settlement Subclass are:

- a) Persons who have settled with, released, or otherwise had claims adjudicated on the merits against Viega arising from the same core allegations or circumstances as the Litigation Claims, occurring after the date of such settlement, release, or adjudication on the merits;
- b) Any purchases of ProPress® copper press fittings directly from Viega for the purpose of resale;
- c) Employees of Viega; and
- d) The Honorable Christopher C. Conner, or any judicial officer presiding over this Litigation, and members of his or her immediate family and any judicial staff or officer assigned to the Litigation.

1.20.2 “Multi-State Settlement Subclass Member” means any Person who falls within the definition of the Multi-State Settlement Subclass who has not timely and properly elected to opt out pursuant to Section 7.10 below.

1.21 The “National Settlement Class Member” includes all indirect purchasers of Viega ProPress® copper press fittings sold by wholesale distributors in the United States during the Class

Period.

1.22 “Net Cash Settlement Fund” shall mean the Settlement Fund, not including the Rebate Program, described in Section 3.2.2, less all amounts: (a) approved by the Court and expended for Class Notice; (b) approved by the Court for the cost of Settlement Administration of the Multi-State Cash Settlement Fund; (c) approved by the Court as Plaintiffs’ reimbursable litigation expenses; (d) awarded by the Court as Plaintiffs’ attorneys’ fees; and (e) awarded by the Court to the Plaintiffs/Class Representatives as service awards.

1.23 “Notice Advance Payment” means as described in Section 4.1.1.

1.24 “Notice Date” means the date by which Class Notice must be directed to the Settlement Class Members.

1.25 “Notice Plan” means the plan for disseminating Class Notice pursuant to Fed. R. Civ. P. 23(c)(2)(B) and the Class Action Fairness Act (28 U.S.C. § 1715), as ordered by the Court, and described in Section 8 below.

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

1.27 “Plaintiffs” means Al’s Discount Plumbing LLC, Accurate Backflow and Plumbing Services, Inc., Homestead Heating & Plumbing LLC, Ryan Plumbing, Inc., Airic’s Heating & Air Conditioning, Inc., Prime Source Plumbing & Heating Corp., Mazzola Plumbing Heating & Gas Fitting, Inc., All Knight Plumbing, Heating and Air Conditioning, Inc., and Plumb Perfection LLC.

1.28 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that Class Notice be provided to Settlement Class Members, and which will be submitted to the Court for preliminary approval substantially similar in form as **Exhibits A and B**.

1.29 “Proof of Purchase” means a distributor or wholesaler invoice, receipt, or proof of

purchase provided by a distributor or wholesaler, specifying (1) the purchase of one or more Viega ProPress® copper press fittings, (2) a Multi-State Settlement Subclass Member as the purchaser, (3) a date of purchase during the Class Period, (4) the item/product purchased and price, (5) the supplier, and (6) proof of payment. It can also take the form of a report or other summary documentation of purchases obtained from and prepared by a wholesaler or distributor, provided it contains the foregoing information.

1.30 “Rebate” means as described in Section 3.2.2.

1.31 “Rebate Claim” means as described in Section 3.2.2.

1.32 “Rebate Claims Period” means as described in Section 3.2.2.

1.33 “Rebate Period” means as described in Section 3.2.2.

1.34 “Rebate Program” means as described in Section 3.2.2..

1.35 “Rebate Program Cap” means as described in Section 3.2.3..

1.36 “Released Claims for National Settlement Class” means any and all manner of claims, demands, rights, actions, suits, causes of action, whether class, individual or otherwise in nature, for injunctive relief, including without limitation for costs, fees, expenses, penalties, and attorneys’ fees associated with such claims, that Releasing Parties, or any of them, ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against Releasees, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, asserted or unasserted, whether in law or equity or otherwise, in whole or in part arising out of or relating in any way to any conduct, act or omission of Releasees prior to and including the Execution Date, concerning any of the facts, occurrences, transactions, agreements, conspiracies, communications, announcements, notices, or other matters alleged in the Litigation against Releasees that arise under any federal, state, or common law, including without limitation, the Sherman Act, Clayton Act, and any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing or trade practice law, including but not limited to any causes of action asserted or that could have been or could still be alleged or asserted, in any class action complaints filed in this Litigation, which collectively



includes, without limitation, any action transferred to this Litigation; provided, however, that nothing in this Settlement Agreement shall release claims arising in the ordinary course of business for any product defect, breach of contract, product performance, or warranty claims pertaining to Viega ProPress® copper press fittings. Releasing Parties shall not, after the Effective Date of this Agreement, seek to recover from Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Released Claims do not include any claims arising out of the enforcement of this Settlement Agreement.

1.37 “Released Claims for Multi-State Settlement Subclass” means any and all manner of claims, demands, rights, actions, suits, causes of action, whether class, individual or otherwise in nature, fees, costs, penalties, injuries, damages of any nature whenever or however incurred (whether actual, punitive, treble, compensatory, or otherwise), including, without limitation, costs, fees, expenses, penalties, and attorneys’ fees, that Releasing Parties, or any of them, ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, against Releasees, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, asserted or unasserted, whether in law or equity or otherwise, in whole or in part arising out of or relating in any way to any conduct, act or omission of Releasees prior to and including the Execution Date, concerning any of the facts, occurrences, transactions, agreements, conspiracies, communications, announcements, notices, or other matters alleged in the Litigation against Releasees that arise under any federal, state, or common law, including without limitation, the Sherman Act, Clayton Act, and any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing or trade practice law, including but not limited to any causes of action asserted or that could have been or could still be alleged or asserted, in any class action complaints filed in this Litigation, which collectively includes, without limitation, any action transferred to this Litigation; provided, however, that nothing in this Settlement Agreement shall release claims arising in the ordinary course of business for any product defect, breach of contract, product performance, or warranty claims pertaining to Viega ProPress® copper press fittings. Releasing Parties shall not, after the Effective Date of this

Agreement, seek to recover from Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Released Claims do not include any claims arising out of the enforcement of this Settlement Agreement.

1.38 “Releases” refers collectively to the Released Claims for the National Settlement Class and the Released Claims for the Multi-State Settlement Subclass.

1.39 “Releasees” refers jointly and severally, individually and collectively, to Viega LLC and each of its current or former members, officers, employees, attorneys, consultants, administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and its current or former members, administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, including but not limited to Viega Inc., Viega Holding GmbH & Co. KG, and all other entities, including without limitation contract manufacturers and suppliers, and all of the foregoing persons’ or entities’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, representatives, as well as their insurers.

1.40 “Releasing Parties” refers jointly and severally, individually and collectively, to Plaintiffs and each Settlement Class Member, on behalf of themselves and their current and former/predecessor agents, heirs, executors and administrators, successors, assigns, insurers, attorneys, representatives, shareholders, and any and all persons who in the future seek to claim through or in the name or right of any of them.

1.41 “Settlement Administrator” means Epiq, or any other settlement administrator approved by the Court.

1.42 “Settlement Classes” or “Settlement Class Member” collectively refer to National Settlement Class Members and Multi-State Settlement Subclass Members.

1.43 “Settlement Period” means as described in Section 3.1.1.

1.44 “Settling Parties” means, collectively, Plaintiffs, all Settlement Class Members, and Viega LLC.

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

2.1 Viega denies all factual allegations and legal claims asserted by the Plaintiffs and Settlement Class Members in the Litigation, including, but not limited to, any and all charges of wrongdoing or liability, arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation.

**3. CONSIDERATION TO THE CLASS**

**3.1 National Settlement Class**

3.1.1 For a period beginning on the date of Final Approval and continuing through at least the calendar quarter in which Final Approval occurs and the following eight (8) consecutive calendar quarters (the “Settlement Period”), Viega agrees to continue to make its MegaPress® carbon steel press fittings available for purchase to any Viega wholesale distributor, including those that stock Viega exclusively, those that stock multiple brands of copper press fittings, and non-stocking distributors, subject to product availability and new product introductions. Viega further agrees that on or before Final Approval and continuing through the Settlement Period it will make MegaPress® available to any authorized, stocking Viega wholesale distributor (i.e., those distributors that stock and sell multiple brands of metal press fittings) at a price no more than five percent (5%) greater than the price charged by Viega to those wholesale distributors that stock and sell Viega metal press fittings exclusively. The terms in this paragraph are collectively referred to as the “Business Terms.”

**3.2 Multi-State Settlement Subclass**

**3.2.1 Cash Settlement Fund Payment**

- a) Distributions from the Net Cash Settlement Fund (defined in Section 4.1 below), in the form of a percentage of each eligible Multi-State Subclass Member's total purchases of Viega ProPress® copper press fitting during the Class Period, shall be allocated to Multi-State Subclass Members who bought, and can provide Proof of Purchase of, at least one (1) Viega ProPress® copper press fitting during the Class Period and who make timely and valid claims for a Cash Settlement Payment, pursuant to the Plan of Allocation, attached as **Exhibit D** hereto. (Submission of a Claim Form which is approved as to at least one such purchase will automatically approve that Multi-State Settlement Subclass Member to participate in the Rebate Program, as described in Section 3.2.2.)
- b) Any portion of the Net Cash Settlement Fund not distributed to Multi-State Subclass Members, for example, due to an issued Cash Settlement Payment check not being cashed, shall be added to the Rebate Program as set forth in Section 3.2.2 below.

### 3.2.2 **Rebate Program**

- a) Multi-State Settlement Subclass Members who bought, and can provide Proof of Purchase of at least one (1) Viega ProPress® copper press fitting during the Class Period are eligible for rebate(s) on future purchases of Viega ProPress® copper press fittings, under the following Rebate Program.
- b) Viega will administer the Rebate Program and pay for timely and valid Rebate Claims in accordance with its existing rebate and rewards programs. The Rebate Program is in addition to and can be combined with any other

rebate or reward being offered by Viega.

- c) To be eligible to participate in the Rebate Program, Multi-State Settlement Subclass Members must submit Proof of Purchase of at least one (1) ViegaProPress® copper press fitting made during the Class Period and timely complete a Rebate Claim, in the form of **Exhibit E**. For those Class Members who timely submitted Claim Forms to participate in the Cash Settlement Payment Fund distribution, the Settlement Administrator will provide each Multi-State Settlement Class Member with a control number, that will be used to establish eligibility for the Rebate Program. The Claims Administrator will provide Viega with a list of Class Members and their control numbers no later than thirty (30) days after the Deadline to Submit Claims. Participation in the Cash Settlement Payment Fund distribution is not required to participate in the Rebate Program. Those Multi-State Settlement Class Members who do not submit a Claim Form during the Cash Settlement Claims Period may still participate in the Rebate Program pursuant to its requirements and by providing Proof of Purchase of at least one (1) ViegaProPress® copper press fitting made during the Class Period no later than the Rebate Claims Period Deadline.
- d) No later than thirty (30) days before the Rebate Claims Period start date, Viega will, at its own expense, notify Multi-State Settlement Subclass Members of the Rebate Program start date and the Rebate Claims Period Deadline, by email to all Multi-State Subclass Members who submitted a Claim Form for approval as described in Section 3.2.1.
- e) Viega will provide Multi-State Settlement Subclass Members who submit a timely and valid “Rebate Claim” (described in subparagraph (c) above) with a 4% rebate on purchases of Viega ProPress® copper press fittings (“Rebate”) made during the Rebate Period (defined below in subparagraph

(d)). To eliminate any doubt: Purchases of Viega ProPress® -related tools and Viega ProPress® valves as well as other Viega branded products are excluded from and not eligible for the Rebate. Taxes, surcharges and fees are not eligible for the Rebate.

- f) The Rebate will be paid on all purchases of Viega ProPress® copper press fittings for a period beginning at Final Approval and continuing through the calendar quarter in which Final Approval occurs and the following four (4) consecutive calendar quarters (one year) (“Rebate Period”).
- g) When the Rebate Period ends, a 60 day “Rebate Claims Period” will begin for the submission of a “Rebate Claim” by Multi-State Settlement Subclass Members using the online portal for Viega’s rebate and rewards program in the form provided in **Exhibit E**.

3.2.3 The Rebate Program will be initially capped at a maximum amount of US\$ 5 million, which shall be adjusted upward in the amount of any undistributed portion of the Net Cash Settlement Fund. (“Rebate Program Cap”), with such monies, if any, rolled over from the undistributed Net Cash Settlement Fund to be deemed the first funds to be expended toward payment of valid Rebate Claims.

3.2.4 The maximum rebates available over the life of the Rebate Program will be US\$ 500 per individual claimant for all of that claimant’s purchases of eligible Viega ProPress® copper press fittings during the Rebate Period (“Individual Rebate Cap”).

3.2.5 If the total value of Rebate Claims submitted exceeds the Rebate Program Cap or the upward adjusted Rebate Program Cap, if applicable, individual claimants’ rebate amounts will be adjusted *pro rata*.

3.2.6 Viega is not obligated to pay more than the total value of the Rebate Claims submitted by the end of the Rebate Claims Period subject to the Rebate Program Cap and the Individual Rebate Cap.

3.3 The terms in this section 3, including Viega’s payment into the Cash Settlement

Fund (see Section 4.1), Rebate Program, and Business Terms represent Viega's all-inclusive, full consideration to the Settlement Classes.

**4. PAYMENT BY DEFENDANT**

4.1 **Cash Settlement Fund:** Viega will pay a total of US \$10,000,000 (ten million dollars) into an escrow account established in agreement with the Settlement Administrator ("Cash Settlement Fund"). The Cash Settlement Fund will be used to pay notice and claims administration expenses, to pay any service award amount as may be awarded to the Plaintiffs by the Court, to pay Class Plaintiffs' attorneys' fees and costs as may be awarded by the Court, to pay Cash Settlement Payments to Multi-State Settlement Subclass Members, and to pay any other expenses or amounts approved by the Court. The balance of the Cash Settlement Fund amount after costs, fees and as otherwise awarded by the Court have been deducted (the "Net Cash Settlement Fund"), will be distributed, in full, to eligible Multi-State Subclass Members, in accordance with the Cash Settlement Payment Plan of Allocation attached as **Exhibit D** hereto. Viega will pay the US \$10,000,000 to the Settlement Fund as follows:

4.1.1 Viega agrees that, within fourteen (14) days of preliminary approval of the settlement and receipt of the pertinent W-9 from the Settlement Administrator, it will advance into escrow the first \$500,000 of the \$10,000,000 Cash Settlement Fund ("Notice Advance Payment"). The Notice Advance Payment will be used solely to pay the Settlement Administrator's fees and expenses (i.e., for issuing notice to putative class members and related fees and costs). Class Counsel agree to advance any Settlement Administrator's fees and expenses in excess of \$500,000 incurred prior to Final Approval. All such Settlement Administrator fees and expenses paid by Class Counsel will be reimbursed from the Settlement Fund as provided in the Final Approval Order.

4.1.2 Viega will pay into escrow the remaining US\$ 9,500,000 of the US\$ 10,000,000 Cash Settlement Fund within 14 days of the entry of the Final Approval Order.

4.2 For avoidance of doubt, any portion of the Settlement Fund that is not distributed

(due to, as a non-limiting example, uncashed checks) to eligible Multi-State Settlement Subclass Members shall be added to the pool of rebate funds and shall be disbursed as part of the Rebate Program.

4.3 If the Settlement does not become effective, i.e., the Effective Date is not reached, then amounts in the Cash Settlement Fund (exclusive of any monies spent out of the Notice Advance Payment described in Section 4.1.1. above) revert to Viega.

4.4 For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrators” of the Cash Settlement Fund shall be the Settlement Administrator designated by the Settling Parties and approved by the Court. The Settlement Administrator shall timely and properly file or cause to be filed on a timely basis all tax returns necessary or advisable with respect to the Cash Settlement Fund (including without limitation all income tax returns, all informational returns, and all returns described in Treas. Reg. §1.468B-2(1)).

4.5 The Cash Settlement Fund shall be invested, at the sole discretion of the Settlement Administrator, in a United States treasury money market fund subject to the regulations of the United States Securities and Exchange Commission or United States Government Treasury Bills or Notes of no more than six (6) months’ duration, provided however that when disbursement of some or all of the Cash Settlement Fund is approved by the Court, the necessary funds may be transferred into and paid out of a federally insured bank account. All interest earned on the Cash Settlement Fund after the Effective Date shall become and remain part of the Cash Settlement Fund. For avoidance of doubt, in the event the Settlement is voided or not approved, all interest earned while deposited in said escrow account prior to the Effective Date reverts to Viega.

4.6 In no event shall Viega bear any risk or have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration or any losses associated therewith.

4.7 In furtherance of the Agreement, in the event of any objections to the Settlement or



appeal from any order of the Court granting Final Approval, Class Counsel agree that they will be solely responsible for responding to objectors and intervenors, and defending the Court's Final Order and Judgment on appeal, if any, at their own cost. Viega reserves the right to respond to objectors and intervenors, and to join in the defense of the Final Order and Judgment. Viega agrees not to appeal, or otherwise support any appeal, of an order or judgment entered by the Court that is consistent with the terms of the Settlement. Any costs incurred by Class Counsel in such appeals, including costs incurred to settle any claims by objectors or intervenors, are the sole responsibility of Class Counsel. No one may seek to recover such costs from Viega.

**5. RELEASE**

5.1 The Releases provided for herein are as a result of membership as a Settlement Class Member or status as a Person with a legal right to assert claims of a Settlement Class Member, the Court's approval process herein, and occurrence of the Effective Date, and are not conditional on receipt of payment by any particular Settlement Class Member. Persons who, after the date of the Preliminary Approval Order, acquire legal rights to assert claims within the scope of this Agreement that belong initially to a Settlement Class Member shall take such rights subject to all of the terms, time periods, releases, caps, prohibitions against overlapping or double recoveries, and other provisions contained herein.

5.2 The Releases provided by this Agreement and the Releasing Parties shall be as set forth in Sections 1.36, 1.37 and 1.38. For avoidance of any doubt, a Person may be a member of both the National Settlement Class and the Multi-State Settlement Subclass and in such a case is bound by both of the Releases to the broadest extent possible. For avoidance of any doubt, a Person who is only a member of the National Settlement Class is not releasing any claims for damages.

5.3 The Releasing Parties shall be deemed, by operation of the Final Order and Judgment in the Litigation, to have acknowledged that the Releases were separately bargained for and are a key element of this Settlement of which the Releases herein are an integral part. The Releasing Parties expressly and intentionally release any and all rights and benefits which they

now have or in the future may have under the terms of the law (whether statutory, common law, regulation, or otherwise) of any state or territory of the United States within the scope of the Releases.

5.4 Class Counsel shall cooperate with Releasees to ensure that the releases set forth in the Final Approval Order are given their full force and effect (including by seeking the inclusion of the Releases in the Final Order and Judgment and notice and claim forms) and to ensure that Releasing Parties comply with their obligations set forth in this Agreement.

5.5 In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(or any other like provision or principle of law of any jurisdiction) in connection with the Litigation Claims, the Releasing Parties and each of them expressly waive the provision of California Civil Code § 1542 (or any other like provision or principle of law of any jurisdiction) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties hereby does, and shall be deemed to have considered the possibility that the number or magnitude of all claims may not currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist may now exist or may be discovered after the Settlement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce 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 the settlement concerning the potential availability of claims. Nothing in this paragraph shall be construed as waiving or releasing any personal injury, wrongful death, or

emotional distress claims.

5.6 No Releasing Party shall recover, directly or indirectly, any sums for Releases from the Releasees, other than consideration and sums received under this Agreement and that the Releasees shall have no obligation to make any payments to any non-parties for liability arising out of the Releases, other than as set forth in this Settlement.

**6. APPROVAL OF THE SETTLEMENT; JUDGMENT AS TO DEFENDANT**

6.1 Plaintiffs will file, and Viega will not oppose, a motion for an order conditionally certifying the Settlement Classes, granting preliminary approval of this Settlement, approving the Class Notice and the Notice Plan, setting a briefing schedule and hearing for Final Approval and a briefing schedule for a motion for an award of attorneys' fees and costs, and otherwise staying the above-captioned action.

6.2 Should the Court decline to conditionally certify the Settlement Class or to approve any material aspect of the Settlement (including but not limited to the scope of the release or the binding effect of the Settlement), and the Settling Parties, despite their best efforts, are unable to agree upon revisions to the Agreement that alleviate the Court's concerns, or the Agreement is otherwise terminated or fails to become effective in accordance with the terms of this Agreement, the Settling Parties will be restored to their respective positions in the Litigation as of the date the motion for preliminary approval motion is filed, except with regard to any monies spent out of the Notice Advance Payment described in Section 4.1.1. In such event, the terms and provisions of this Agreement will have no further force and effect and shall not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

6.3 No order of the Court or modification or reversal on appeal of any order of the Court concerning any award of attorneys' fees and costs to Class Counsel or incentive awards will constitute grounds for cancellation or termination of this Agreement, unless the order substantially changes a material term of the Settlement.

7. **SETTLEMENT ADMINISTRATION AND NOTICE**

7.1 **Appointment of Settlement Administrator.** In the motion for preliminary approval, the Settling Parties will ask the Court to appoint **Epiq**, a qualified third party, to serve as the Settlement Administrator, subject to the Court's approval. As a condition of appointment, the Settlement Administrator will agree to be bound by this Agreement with respect to the performance of its duties and its compensation.

7.2 **Duties of Settlement Administrator.** The Settlement Administrator's duties will include sending the Class Notice to all Settlement Class Members; sending the notice required by CAFA; creating, maintaining, and monitoring a settlement website; receiving and administering claims for the Cash Settlement Payment; receiving and assessing opt-out notices and objections; providing the Settling Parties with periodic status reports about the delivery of the notices, claims administration status, and receipt of objections to and requests to opt out; and otherwise administering the Settlement pursuant to this Agreement. Along with the motion for preliminary approval, the proposed Settlement Administrator shall file a declaration describing the Notice Plan.

7.3 As a condition of its retention, the Settlement Administrator must agree that (a) it will fulfill all responsibilities and duties assigned to the Settlement Administrator under the terms of this Agreement, and (b) the Settling Parties and their Counsel, as well as the Releasees, reserve all claims and rights for any failure by the Settlement Administrator to fulfill its responsibilities and duties. In no event shall the Settling Parties or their Counsel have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator, or their agents.

7.4 **Protection of Personal Information.** The Settlement Administrator shall:

- a) Use personal information acquired as a 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
- d) If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit re-use of information for other purposes; and
- e) Respond immediately with appropriate measures then necessary to disclose, correct, stop using, or eliminate contents of information; and
- f) Once all timely, valid claims have been paid, and in compliance with applicable retention law, destroy all personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information not be obtained by unauthorized persons.

7.5 **CAFA Notice.** Within ten (10) days after this Agreement is filed in Court, the Settlement Administrator will cause a notice of the proposed settlement consisting of the materials required by CAFA to be served upon the appropriate state official in each state of the United States as well as the appropriate federal officials. Within fifteen (15) days after the Notice Date, the Settlement Administrator shall provide declarations to the Court, with a copy to Class Counsel and Defense Counsel, attesting to the measures undertaken to provide notice as directed by CAFA.

7.6 **Notice to Settlement Class Members.** The Settlement Administrator shall execute the Notice Plan, including timely issuance of publication and direct notice to Settlement Class Members, substantially in the forms attached as **Exhibits A** and **B**, respectively, as are approved by the Court.

7.7 **Settlement Website.** The Settlement Administrator shall, at the internet address **www.CopperPressFittingsSettlement.com**, create, maintain, and monitor a website on which the Class Notice, Claim Form, Rebate Claim Form, and this Agreement, and other important documents shall be posted. Claims may be submitted either by mail or online via the website. The

website will go live on the Notice Date and shall remain active throughout the pendency of the Rebate Program and will include updates and information about the Rebate Program start date and Rebate Claim Deadline.

7.8 **Weekly Report.** As part of its duties, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a weekly status report that sets forth information including but not limited to: undeliverables, website hits, claims received and paid; and objections and opt-out requests received.

7.9 **Final Report.** Not later than ten (10) court days after the deadline for submission of requests to opt out, the Settlement Administrator shall provide the Settling Parties with a declaration of due diligence setting forth its compliance with its obligations under this Agreement to be filed in conjunction with a motion for final approval. The declaration shall identify those individuals who have submitted a valid and timely request to opt out. Prior to the hearing on the motion for final approval, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

7.10 **Request to Opt Out.** A Settlement Class Member may exclude themselves from the Settlement by notifying the Settlement Administrator of their intent to opt out not later than sixty days (60) days after the Notice Date. Such notice must be made in writing and contain (1) such Person's name and name of his or her business, (2) his or her current business address and telephone number, (3) proof of membership in a Settlement Class; (4) a dated, handwritten signature; and (5) a written statement that such Person has reviewed the Class Notice and wishes to be excluded from the Settlement. If a question is raised about the authenticity of a request to opt out, the Settlement Administrator will have the right to demand additional proof of the individual's identity, standing, and intent. Anyone who has submitted a valid request to opt out will not participate in or be bound by the Settlement or the Final Order and Judgment. Any Person falling within the definition of the Settlement Class who does not complete and submit a valid request to opt out in the manner and by the deadline specified above will automatically become a Settlement Class Member and be bound by all terms and conditions of the Settlement and the Final

Order and Judgment entered by the Court, including the release of claims set forth in Sections 1.33 and 1.34.

7.11 **Objections to the Settlement.** Any Settlement Class Member who intends to object to the Settlement must do so by filing the objection with the Court (and serving it on Class Counsel and Defense Counsel) not later than sixty (60) ) days after the Notice Date. The objection must be in writing and include (1) the Settlement Class Member's full name, and current business name, address, and telephone number; (2) proof of membership in a settlement class; (3) a statement that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member, and has not opted out of the Settlement Class; (4) a statement that the Settlement Class Member is or is not represented by counsel, and if represented, the identity and contact information of counsel; (5) a complete statement of all legal and factual bases for any objection that the objector wishes to assert; (6) a statement of whether the Settlement Class Member intends to appear at the Final Approval hearing; (7) copies of any documents or witnesses that support the objection; (8) a list of any other class action settlements to which the Settlement Class Member has objected, including the case name, case number and jurisdiction; and (9) a dated, handwritten signature. Only Settlement Class Members may object to the Settlement.

## **8. NOTICE PLAN**

8.1 Notice of the Settlement will be given to the Multi-State Settlement Subclass Members commencing within thirty (30) days of the entry of the Court's Preliminary Approval Order ("Notice Date"), and the Notice Plan shall include:

a) U.S. mail notice, substantially in the form of the Notice attached hereto as **Exhibit B** to all persons or entities for whom postal can reasonably be obtained by the Settlement Administrator and provided by Viega, as specified in the Notice Plan. If any notices are returned as undeliverable, the Settlement Administrator will remail to any new address available through postal service information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found

using a third-party lookup service. Upon successfully locating better addresses, summary Postcard Notices will be promptly remailed.

b) emailing a copy of the Notice of to all persons in substantially the same form as **Exhibit B** to all persons or entities for whom email addresses can reasonably be obtained by the Settlement Administrator and provided by Viega, as specified in the Notice Plan.

c) notice by publication in a manner in substantially the same form as **Exhibit A** to be published in both print and online in *Plumber* ([www.PMMag.com](http://www.PMMag.com)) and *PHC News* ([www.phcpros.com](http://www.phcpros.com)), two leading industry magazines, for a period of thirty days, as well as via digital righthand column ads on Facebook as well as via sponsored search listing via search engines, targeted to plumbers within the 26 states, including the District of Columbia.

d) online notice through a settlement website [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com), which will remain active throughout the pendency of the Claims Period and through the conclusion of the Rebate Program, and from which class Settlement Class Members can access copies of relevant case documents, including, for example, the Amended Complaint, Settlement Agreement and Exhibits, relevant Orders of the Court, Claim Forms and will include updates and information about the Rebate Program start date and Rebate Claim Deadline.

e) a press release released through PR Newswire in both English and Spanish.

f) notification to the appropriate government officials pursuant the Class Action Fairness Act (CAFA) as set forth in Section 7.5 above.

## **9. CLAIMS ADMINISTRATION AND CLAIMS PROCEDURES.**

9.1 Only Multi-State Settlement Subclass Members shall be eligible to make a claim for a Cash Settlement Payment and/or participate in the Rebate Program.

9.2 Any Multi-State Settlement Subclass Members who wish to make a claim for a Settlement Cash Payment must submit a completed, signed/certified Claim Form (substantially in the form attached as **Exhibit C**) and Proof of Purchase. Claim Forms must be either mailed to the Settlement Administrator or submitted online via the settlement website within the Claims Period



deadline specified in Section 3.2.1 of this Agreement, and as specified in the Notice (**Exhibit B**).

9.3 **Cash Payment Claims and Rebate Participation Submission Deadlines.**

9.3.1 A Claim Form must be submitted to the Settlement Administrator (postmarked or submitted online) within seventy-five (75) days of the Notice Date.

9.3.2 The Settlement Administrator shall review claims within thirty (30) days of receipt.

9.3.3 The Settlement Administrator will notify Multi-State Settlement Subclass Members who submit deficient claims by first-class mail or by email, no later than (30) days from the Claims Deadline. The Multi-State Settlement Subclass Members receiving such notice will be allowed thirty (30) days from the postmarked date on the deficiency notice or date on the deficiency email to submit materials to cure the deficiencies. In the event the Settlement Administrator reviews and evaluates a Claim Form and determines the claim is ineligible, the Settlement Administrator will inform the Multi-State Settlement Subclass Member via first-class mail and will also inform Defense Counsel and Class Counsel by email. A Multi-State Settlement Subclass Member shall have thirty (30) days to dispute the Settlement Administrator's evaluation that the Multi-State Settlement Subclass Member is ineligible, measured from the date the notice of ineligibility to the Multi-State Settlement Subclass Member was postmarked. If a Multi-State Settlement Subclass Member does not timely dispute the Settlement Administrator's determination that the Multi-State Settlement Subclass Member is ineligible, the Settlement Administrator shall deny the claim. If Multi-State Settlement Subclass Member timely disputes the Settlement Administrator's evaluation, counsel for Viega and Class Counsel will confer with the Settlement Administrator in an effort to resolve the dispute. The Court shall retain jurisdiction over implementation of the Settlement and disposition of the Cash Settlement Fund, including whether to allow, disallow, or adjust the claim of any Multi-State Settlement Subclass Member on equitable grounds. If a Multi-State Settlement Subclass Member disputes the

Settlement Administrator's determination of ineligibility or whether or not to adjust the Subclass Member's Claim due to a deficiency in its claim, and wishes to seek Court review of its dispute, the Subclass Member MUST file a statement of no more than two (2) pages with the Court within fourteen (14) days of the Settlement Administrator's decision to disallow or adjust the Claim. Class Counsel and/or Counsel for Viega shall file a statement of response, if any, not later than fourteen (14) days thereafter.

9.3.4. Within one hundred twenty (120) days of the Effective Date in the event there are no disputes as to any claims, or within sixty (60) day of the Court's final determination as to all disputes, if any, whichever comes later, the Settlement Administrator shall issue Cash Payments by check, or by such electronic means as the claimant shall specify in the claim, to Multi-State Settlement Subclass Members who have been deemed to have valid claims. Paper checks will be valid for 120 days from the date of issue, and will be sent via first-class United States mail to the address shown on the Multi-State Settlement Subclass Member's Claim Form. If checks issued to Multi-State Settlement Subclass Members under the terms of this Agreement are not cashed within the 180 day period, there shall be no further obligation to make payment to such Multi-State Subclass Members. The monies from checks not cashed within 120 days shall be added to the funds used for the Rebate Program, per Section 3.2.2, above, and such monies, if any, will be the first dollars used to pay valid Rebate Program Claims submitted by Multi-State Subclass Members under the procedures specified in Section 9.3.2.

9.3.5. All Rebate Claim Forms submitted by Multi-State Settlement Subclass Members to the Settlement Administrator will be forwarded to Viega for Viega's administration of the Rebate Program. *See* Section 3.2.2. Viega will review all Rebate Claims Forms (those received from the Settlement Administrator and those received directly by Viega) for eligibility. Viega will notify Multi-State Settlement

Subclass Members who submit deficient Rebate Claim Forms by email thirty (30) days after submission of a Rebate Claim Form or thirty (30) days after commencement of the Rebate Claim Period, whichever is later. The Multi-State Settlement Subclass Members receiving such notice will be allowed thirty (30) days from the date on the deficiency email to submit materials to Viega to cure the deficiencies. In the event Viega evaluates a Rebate Claim Form and determines the deficiencies have not been cured and the Multi-State Settlement Subclass Member is therefore not eligible to participate in the Rebate Program, the Multi-State Settlement Subclass Member shall have thirty (30) days to seek Court review of its dispute, measured from the date of the email notice of ineligibility. Any such Multi-State Settlement Subclass Member seeking Court review of its dispute over eligibility to participate in the Rebate Program MUST file a statement with the Court of no more than two (2) pages. Viega shall file a statement of response no more than two (2) pages fourteen (14) days thereafter. If a Multi-State Settlement Subclass Member does not timely dispute Viega's determination that the Multi-State Settlement Subclass Member is ineligible, Viega shall have the right to deny the claim. No person shall have any claim against any Plaintiff, Class Counsel, Defendant, or Defendant's counsel based on Rebate Program ineligibility determinations or rebates made per the terms of the Settlement Agreement.

- 9.3.6 At the end of the Rebate Claims Period, Viega will provide Class Counsel with an interim status update report detailing the total number of Rebate Claim Forms submitted to-date, and the total number of those deemed deficient and/or ineligible Rebate Claim Forms received to-date. Within one hundred twenty (120) days of the end of the Rebate Claim Period, in the event there are no disputes as to eligibility to participate in the Rebate Program, or within sixty (60) days of the Court's final determination as to all such disputes, if any, whichever comes later, Viega shall issue rebate payments by check or electronic means to Multi-State Settlement

Subclass Members who have been deemed to have valid claims. Once the Rebate Claims administrative process is complete, and Viega has determined the rebate funds that will be distributed to Settlement Subclass Members with valid claims, Viega shall provide Class Counsel with a final report detailing the number of claims paid, the average claim amount paid, and the total rebate dollars paid out to Settlement Subclass Members pursuant to the Rebate Program.

9.4 No Person shall have any claim against the Settling Parties, their respective counsel, or the Settlement Administrator arising from or related to determinations or payments made in accordance with this Settlement Agreement, whether in regard to the Cash Settlement Payment, Rebate Program or otherwise.

## **10. DISPUTE RESOLUTION**

10.1 **Court's Continuing Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and Plaintiffs, Viega, and their respective counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement Agreement and all orders and judgments entered in connection therewith, except that the Court shall not have jurisdiction to substantially change a material term of the Settlement.

10.2 **Dispute Resolution Procedure.** Except as otherwise set forth herein, all disputes concerning the interpretation, calculation, or payment of settlement claims, or other disputes regarding compliance with this Settlement Agreement, shall be resolved as follows:

- a) If Plaintiffs or Class Counsel, on the one hand, or Viega, on the other hand, at any time believe the other party has materially breached the Settlement Agreement, that party shall notify the other party in writing of the alleged violation.
- b) Upon receiving notice of the alleged violation or dispute, the responding

party shall have ten (10) days to correct the alleged violation and/or respond in writing to the initiating party with the reasons why the party disputes all or part of the allegation.

- c) If the response does not address the alleged violation to the initiating party's satisfaction, Plaintiffs, Class Counsel, and Viega shall negotiate in good faith for up to ten (10) days to resolve their differences.
- d) If Plaintiffs, Class Counsel, and Viega are unable to resolve their differences, either party may file an appropriate motion to enforce the Settlement Agreement with the Court.

**11. ATTORNEYS' FEES IN RESOLVING DISPUTE. REASONABLE ATTORNEYS' FEES AND COSTS FOR WORK DONE IN RESOLVING A DISPUTE UNDER THIS SECTION 10 MAY BE RECOVERED BY THE PREVAILING PARTY. TAXES**

11.1 Neither Class Counsel nor Defense Counsel intends anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. Any tax issues raised by this Settlement for each Settlement Class Member may be unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Agreement. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member receives pursuant to this Settlement Agreement.

**12. MISCELLANEOUS TERMS**

12.1 **Integrated Agreement.** After this Agreement is signed and delivered by Plaintiffs, Viega and their respective counsel, this Agreement and its exhibits will constitute the entire agreement between Plaintiffs and Viega relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made by Plaintiffs and/or Viega concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

12.2 **Attorney Authorization.** Class Counsel and Defense Counsel warrant and

represent that they are authorized by Plaintiffs and Viega, respectively, to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. Plaintiffs, Viega, and their respective counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event Plaintiffs and Viega are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, Plaintiffs and Viega will seek the assistance of the Court, and in all cases all such documents and supplemental provisions will be consistent with this Agreement.

12.3 **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived in writing by Plaintiffs' or Viega's counsel with each party's consent.

12.4 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of Plaintiffs, Viega, and the Settlement Administrator.

12.5 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Pennsylvania, without regard to any principles of conflicts of law or choice of law.

12.6 **Cooperation in Drafting.** Plaintiffs and Viega have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any party on the basis that the party was the drafter or participated in the drafting.

12.7 **Fair Settlement.** Plaintiffs, Viega, and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims against Viega and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

12.8 **No Admission.** The Parties agree to seek language for the Final Judgment and Order of Dismissal that the fact of settlement, the Settlement Agreement, and the Final Judgment

and Order of Dismissal shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing.

12.9 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.10 **Notice.** All notices, demands or other communications between the Settling Parties given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows and also emailed to the undersigned:

*To Plaintiffs and the Class:*

PRITZKER LEVINE LLP  
Elizabeth C. Pritzker  
Bethany C. Caracuzzo  
1900 Powell Street, Suite 450  
Emeryville, CA 94608  
Tel: (415) 692-0772  
Fax: (415) 366-6110  
ecp@pritzkerlevine.com


*To Viega:*

SQUIRE PATTON BOGGS (US) LLP  
Alexander P. Imberg  
Eric J. Knapp  
275 Battery Street, Suite 2600  
San Francisco, CA 94111  
Tel: (415) 954-0200  
Fax: (415) 393-9887  
alexander.imberg@squirepb.com

12.11 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and may be delivered by facsimile or electronic scan, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement, provided that counsel for Plaintiffs and Viega will exchange between themselves original signed counterparts. Plaintiffs and Viega further agree to accept a digital image, printout, facsimile or photocopy of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, California Evidence Code 1520, Federal Rule of Evidence 1002, and like statutes and regulations.

Dated: Aug. 24, 2020

PRITZKER LEVINE LLP

By:   
Elizabeth C. Pritzker  
Bethany Caracuzzo

Dated: \_\_\_\_\_

WOLF HALDENSTEIN ADLER FREEMAN &  
HERZ LLP

By: \_\_\_\_\_  
Thomas H. Burt


Dated: August 24, 2020

OBERMAYER REBMANN MAXWELL &  
HIPPEL LLP -

By:   
Walter W. Cohen

Dated: Aug. 24, 2020

ZWERLING SCHACHTER & ZWERLING LLP

  
By: \_\_\_\_\_  
Fred T. Isquith, Sr.  
Fred T. Isquith, Jr.


*Counsel for the Settlement Class*



Dated: Aug. 24, 2020

PRITZKER LEVINE LLP

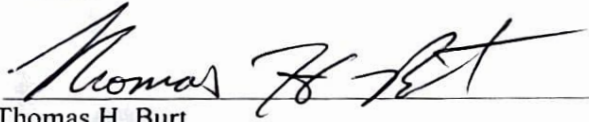
By: \_\_\_\_\_

  
Elizabeth C. Pritzker  
Bethany Caracuzzo

Dated: Aug. 24, 2020

WOLF HALDENSTEIN ADLER FREEMAN &  
HERZ LLP

By: \_\_\_\_\_

  
Thomas H. Burt

Dated: \_\_\_\_\_

OBERMAYER REBMANN MAXWELL &  
HIPPEL LLP

By: \_\_\_\_\_

Walter W. Cohen

Dated: \_\_\_\_\_

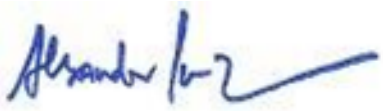
ZWERLING SCHACHTER & ZWERLING LLP

By: \_\_\_\_\_

Fred T. Isquith, Sr.  
Fred T. Isquith, Jr.

*Counsel for the Settlement Class*

Dated: 23 August 2020 SQUIRE PATTON BOGGS (US) LLP

By:   
Alexander P. Imberg  
Eric J. Knapp  
*Attorneys for Viega LLC*

Dated: 08/24/2020 ECKERT SEAMANS CHERIN & MELLOTT, LLC

By: /s/Bridget E. Montgomery  
Bridget Montgomery  
*Attorneys for Viega LLC*

# **EXHIBIT A**

LEGAL NOTICE

**If you bought Viega ProPress® copper press fittings from a wholesale distributor between January 29, 2015 and [Prelim. Approval Date], 2020, you may have overpaid and you could get money from a Class Action Settlement.**

A Settlement of a class action lawsuit affects you if you indirectly purchased Viega ProPress® copper press fittings sold by wholesale distributors in the United States between January 29, 2015 and [Prelim. App.], 2020. The Settlement creates a Cash Settlement Fund and Rebate Program funds that will be distributed to affected indirect purchasers of these products. If you qualify, you may send in a Claim Form to ask for payment, and you may request a rebate from the Rebate Program. Or, you can exclude yourself from the Settlement or object.

The U.S. District Court for the Middle District of Pennsylvania authorized this notice. The Court will have a hearing to consider whether to approve the Settlement, so that the benefits may be paid.

### Who's Affected?

You're a 'Class Member' if you purchased one or more Viega ProPress® copper press fittings from a wholesale distributor in the United States between January 29, 2015 and [Prelim. App.], 2020.

### What's this About?

The lawsuit claimed that Viega made wholesaler distributor access to its carbon steel press fittings contingent upon distributor agreements not to sell Viega's competitors' copper press fittings, and/or charged higher prices to distributors that stock competitor copper press fittings. The lawsuit alleged that this caused plumbers to pay more for Viega ProPress® copper press fittings. Viega denies all of the allegations, denies that it acted improperly or that its actions were unlawful or harmed anyone, and has asserted many defenses. The Settlement was reached to resolve the dispute and is not an admission of wrongdoing or an indication that any law was violated.

### What Can You Get From The Settlement?

The \$15 million Settlement includes a Cash Settlement Fund of \$10 million and a Rebate Program of up to \$5 million for Class Members who made purchases of Viega ProPress® copper press fittings from a wholesale distributor located in, or made from a purchaser's principal place of business located in: AL, AZ, CA, CT, IA, KS, MA, MI, MN, MS, NB, NV, NH, NM, NY, NC, ND, OR, RI, SD, TN, UT, VT, WV, WI or the District of Columbia ("Multi-State Damages Subclass"). These states have antitrust or consumer protection laws that allow consumers to sue for damages for alleged antitrust violations. Payments from the Net Cash Settlement Fund to Class Members who are located in or who made purchases in these states will be a percentage of total

purchases of Viega ProPress® copper press fittings during the class period, not to exceed 25% of the total purchase amount. Rebate payments distributed from the Rebate Program to Class Members who are located in or who made purchases of Viega ProPress® copper press fittings in these states will be 4% of purchases made during the Rebate Claims Period, capped at \$500.

If your principal place of business is located outside of these states, or you made purchases of Viega ProPress® copper press fittings from a wholesale distributor outside of these states, you cannot make a claim for a settlement payment or rebate. However, as part of the settlement Viega has agreed to change, across the U.S., certain pricing policies that formed the basis for plaintiffs' claims, but which Viega denied were unlawful or caused any harm.

### How Do You Get A Payment And Rebate?

A Plan of Allocation and Claims Form for a Settlement Payments or Rebate Payments can be found at [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com). Claim Forms for payments from the Cash Settlement Fund are due by **Month \_\_, 2020**. Claims for Rebate Program payments are separate: Viega will send an additional notice of the Rebate Program via email before Rebate Claim Forms are due to Class Members who have submitted Claim Forms for Settlement Payments. The Settlement website, [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com), will also provide notice of when Rebate Claim Forms are due. To receive a payment or rebate, you will need to submit proof of the amount and prices paid for purchases of Viega ProPress® copper press fittings during the relevant Claims Period. Just call or visit the website below for a detailed notice or for more information.

### What Are Your Options?

If you don't want a payment or rebate, and you don't want to be legally bound by the Settlement, you must exclude yourself by **Month \_\_, 2021**, or you won't be able to sue or continue to sue. If you exclude yourself, you can't get a payment or rebate from this Settlement. If you stay in the Class, you may comment on or object to the Settlement by **Month \_\_, 2021**. The detailed notice describes how to exclude yourself, comment or object. The Court will hold a hearing in this case (*Al's Discount Plumbing LLC et al. v. Viega LLC*, Case No. 1:19-cv-00159) on **Month \_\_, 2020**, to consider whether to approve the Settlement and attorneys' fees and expenses totaling no more than **\$4.5 million**. You may appear at the hearing, but you don't have to.

For more info., call the number or visit the website below.

# **EXHIBIT B**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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

**If you bought Viega ProPress® copper press fittings from a wholesale distributor between January 29, 2015 and [Prelim. App], 2020, you may have overpaid and you could get money from a class action settlement.**

Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM OR FUTURE REBATE FORM</b>	A claim form is the only way to get a settlement payment. A rebate form is the only way to get a rebate.	Claim Form – <b>Month xx, 2021</b> Rebate Form – <b>Check website for deadline and updates.</b>
<b>EXCLUDE YOURSELF</b>	Get no payment or rebate. This is the only option that allows you to keep your right to bring any other lawsuit against Viega for claims related to this case.	<b>Month xx, 2020</b>
<b>OBJECT TO THE SETTLEMENT/ ATTEND A HEARING</b>	You can write the Court about why you like or do not like the Settlement. You can't ask the Court to order a larger settlement. You can also ask to speak to the Court at the hearing on [Hearing Date] about the fairness of the Settlement, with or without your own attorney.	<b>Month xx, 2020</b>
<b>DO NOTHING</b>	Get no payment or rebate. Give up rights.	<b>No Deadline</b>

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments and rebates will be made if the Court approves the Settlement and after any appeals are resolved.

### 1. Why did I get this notice?

A Court authorized this notice to let people affected by the settlement know about a \$15 million settlement. If you qualify, you could be eligible to receive a settlement payment or rebate. **To know if you qualify, see the answer to Question 4.**

### 2. What is this lawsuit about and why is there a settlement?

Plaintiffs who filed the lawsuit claim that Viega LLC made wholesaler/distributor access to its carbon steel press fittings contingent upon distributor agreements not to sell Viega's competitors' copper press fittings and charged higher prices to distributors that stocked competitor press fittings. Plaintiffs alleged this caused plumbers to pay inflated prices for Viega ProPress® copper press fittings. Viega denies all of the allegations, denies that it acted improperly or that its actions were unlawful or harmed anyone, and has asserted many defenses. The settlement was reached to resolve the dispute, and is not an admission of wrongdoing or an indication that any law was violated.

### 3. What is a Class Action?

In a class action the Plaintiffs act as "class representatives" and sue for themselves and other people who have similar claims. This group is called the "class," and the people in the class are called "class members." In a class action, one court

resolves the issues for all class members. Judge Christopher C. Conner of the U.S. District Court for the Middle District of Pennsylvania is in charge of this case. The case is *Al's Discount Plumbing LLC et al. v. Viega LLC*, No. 1:19-cv-00159 (M.D. Pa.).

#### 4. Who is in the Settlement?

To get the benefits of the settlement, you have to be a Class Member. You are a Class Member if you indirectly purchased Viega ProPress® copper press fittings from a wholesale distributor in the United States between January 29, 2015 and [Prelim. App.], 2020. You are not a Class Member if you did not purchase any Viega ProPress® copper press fittings in that time period, are employed by Viega, or if you purchased Viega ProPress® copper press fittings directly from Viega.

### THE SETTLEMENT BENEFITS

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

Viega will pay \$10 million into a Settlement Fund and provide up to \$5 million in future rebates. After deductions for attorneys' fees, litigation costs, and other expenses (see **Question 11**), the Net Settlement Fund and future rebates will be distributed to Class Members whose principal places of business is in, or purchased from wholesale distributors located within eligible states (AL, AZ, CA, CT, IA, KS, MA, MI, MN, MS, NB, NV, NH, NM, NY, NC, OR, RI, SD, TN, UT, VT, WV, WI and the District of Columbia) who submit valid claim forms and rebate forms. Payments from the Cash Settlement Fund to Class Members in an amount up to 25% of their total eligible purchases— see the **Plan of Allocation** for details. Payments from the Rebate Program to Class Members located in or who made purchases in these states also will vary based on future amounts purchased, but are capped at \$500 – see **Rebate Claim Form**. Class Members in all 50 states also benefit as Viega has agreed to change, across the U.S., certain pricing policies that formed the basis for plaintiffs' claims, but which Viega denied were unlawful or caused any harm.

#### 6. How much money can I get from the Settlement?

The amount you actually get will depend on how many Viega ProPress® copper press fittings you purchased, how many claim forms and rebate forms are submitted, and how much the Court awards in fees, costs, and expenses.

#### 7. What am I giving up if I stay in the class?

Unless you exclude yourself (see **Question 12**), you cannot sue, continue to sue, or be part of any other lawsuit against Viega about the issues in this case. The “Release of Claims” in the Settlement Agreement describes the legal claims that you give up if you remain in the Class. Go to [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com) to see the Settlement Agreement.

### HOW TO GET A PAYMENT OR REBATE

#### 8. How can I get a payment from the Settlement Fund or Rebate Program?

To get a cash payment from the Net Cash Settlement Fund, you need to file a Claim Form, and submit proof of the amount and prices paid for your purchases of Viega ProPress® copper press fittings. For purchases made between January 1, 2015 and **Prelim. App., 2020**, Claim Forms for payments from the Settlement Fund are due by **Month XX, 2021**. You may also be eligible to participate in the Rebate Program by submitting a Rebate Claim Form with proof of purchase of at least one (1) Viega ProPress® copper press fitting between January 1, 2015 and **Prelim. App., 2020** to receive a rebate for future purchases for the one-year period following final settlement approval. Viega will provide email notice about the Rebate Program, and the time within which to submit Rebate Claim Forms, to Class Members who submit Claim Forms for settlement funds. The settlement website also will be updated with this information. If you need a Claim Form or Rebate Claim Form, call 1-800-XXX-XXX or visit [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com).

## 9. When will I get my payment?

The Court will hold a hearing on **Month XX, 2020**, to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. It is hard to estimate how long it might take for any appeals to be resolved. If the Settlement is approved and no appeals are filed, the Claims Administrator anticipates that payments from the Settlement Fund will be sent out within 120 days. Payments from the Rebate Program will be sent out within 120 days of the completion of that program in 2022. Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com).

### THE LAWYERS REPRESENTING YOU

## 10. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Pritzker Levine LLP, Wolf Haldenstein Adler Freeman & Herz LLP, and Zwerling, Schachter & Zwerling, LLP, and Obermayer Rebmann Maxwell & Hippel, LLP, to represent you and the other Class Members. These firms are called Class Counsel. You will not be charged for their services.

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services.

## 11. How will the lawyers be paid?

Class Counsel will seek an award of attorneys' fees and litigation costs out of the Settlement Fund. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fees and litigation expenses will not exceed \$4.5 million. Class Counsel will also ask the Court to approve service awards of \$2,000 to each class representative. Finally, the costs of providing this notice and administering the Settlement are being paid from the Settlement Fund.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep your right, if any, to sue Viega on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called "opting out" of the class.

## 12. How do I get out of the Settlement?

You may opt out of the Settlement by **Month XX, 2020** at [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com). Click on the "Opt Out" tab and fill out the requested information. You may also opt out by sending a letter that includes your name and address, a statement that you want to be excluded from the Settlement, and your signature to: Opt Out, Copper Press Fittings Settlement, P.O. Box \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Mailed opt-out requests must be postmarked by **Month XX, 2020**.

If you opt out of the Settlement, you won't receive any payment as part of the Settlement. You won't be bound by further orders or judgments in this case. You keep the right, if any, to sue on the claims alleged in the case at your own expense.

### COMMENTING ON OR OBJECTING TO THE SETTLEMENT

## 13. How do I tell the Court if I like or don't like the Settlement?

If you're a Class Member *and* do not exclude yourself or opt out, you can comment on or object to the Settlement. To comment on or object to the Settlement, you must file a written document with the Court saying that you object to the proposed Settlement in *Al's Discount Plumbing LLC et al. v. Viega LLC*, No. 1:19-cv-00159. Include your name, address,



signature, and a detailed statement of your objection, including the grounds for the objection and any evidence you think supports it. You must identify your counsel if you are represented, and list other class actions to which you have objected, if any. Your written objection can be mailed by First Class U.S. Mail, and *must be postmarked* no later than **MONTH XX, 2020** to the following address: Clerk of the Court, U.S. District Court for the Middle District of Pennsylvania, 228 Walnut Street, P.O. Box 983, Harrisburg, PA 17108, Case No. 1:19-cv-00159. Or, you can personally deliver it to this address or file it electronically at <https://www.pamd.uscourts.gov/cm-ecf>, but you *must* do so no later than **MONTH XX, 2020**.

## 14. What's the difference between objecting and opting out of the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out *and* object to the Settlement.

### THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at **XX:XX p.m. on Month XX, 2020** at the Ronald Reagan Federal Bldg. & U.S. Courthouse, 228 Walnut Street, Harrisburg, PA 17101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them, and listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel in fees and expenses.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. Be sure to check the website, [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com), for news of any such changes.

You do not need to come to the Fairness Hearing. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (discussed above at **Question 13**) that you intend to appear at the hearing. You cannot speak at the hearing if you exclude yourself from (or "opt out" of) the class.

### IF I DO NOTHING

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

If you do nothing, you'll be a member of the Settlement Class, you'll get no money from this Settlement, and you won't be able to sue Defendants for the conduct alleged in this case.

### GETTING MORE INFORMATION

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement, the Plan of Allocation, and other important case documents. You may review these documents, or obtain more information, by visiting [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com), or by call 1-800-XXX-XXXX.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, OR VIEGA LLC REGARDING THIS NOTICE.**

# **EXHIBIT C**

MUST BE  
 SUBMITTED ONLINE  
 OR POSTMARKED  
 NO LATER THAN  
**MONTH xx, 2021**

**Copper Press Fitting  
 Cash Settlement Payment  
 CLAIM FORM**

For Office Use Only

*Al's Discount Plumbing et al v. Viega LLC*  
 Case No. 1:19-cv-00159 (M.D. Pa.)

This Claim Form is available for use by persons or entities that **between January 29, 2015 and [Prelim. App.], 2020** indirectly purchased one or more Viega ProPress® copper press fittings sold by a wholesale distributor in, or made from the Multi-State Subclass Member's principal place of business located within, the states of Alabama, Arizona, California, Connecticut, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oregon, Rhode Island, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, or the District of Columbia.

To make a claim for payment from the Net Settlement Fund you must provide Proof of Purchase as provided in Section II, below, and must sign and submit this completed Claim Form on the settlement website or by regular U.S. mail, postage paid, to the following address, postmarked no later than **Month XX, 2021**. If you make a claim using this form and are deemed eligible, you will automatically receive a control number to use, if you choose to participate, in the separate Rebate Program for future purchases.

If you do not wish to make a claim for payment from the Net Cash Settlement Fund, but would like to be notified about the Rebate Program you may fill in this Form and submit it with a Proof of Purchase of a Viega ProPress® copper press fitting between January 29, 2015 and **[Prelim App]**, 2020 ("Qualifying Proof of Purchase") now. Alternatively, you may still recover under the Rebate Program if you comply with the Rebate Program requirements and deadlines, including submitting one Qualifying Proof of Purchase .

Go to [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com) if you need more information concerning who may submit a claim.

**SUBMIT BY MONTH XX, 2021**

ONLINE AT:

OR

BY MAIL TO:

[www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com)

Copper Press Fittings Settlement  
 Settlement Administrator  
 Street Address  
 City, State, ZIP

**I. CLAIMANT INFORMATION – Please use the following information to contact me.**

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## II. PURCHASE INFORMATION

To be eligible for a payment from the Net Cash Settlement Fund, you must provide Proof of Purchase of Viega ProPress® copper press fittings sold by a wholesale distributor **between January 29, 2015 and [Prelim. App.], 2020 ONLY** in the states listed above. Please carefully complete the following chart by filling in the columns for the purchases that are the subject of your claim. Alternatively, you can print out this information from your own records and attach it. **Do not include purchases of press tools, Viega ProPress® valves, other manufacturers' copper press fittings, or Viega metal press fittings other than Viega ProPress® copper press fittings.** Do not include taxes, fees or surcharges associated with your purchases as they cannot be a basis for any recovery.

Those purchasers who can establish, through the claims process and with Proof of Purchase, that they purchased Viega ProPress® copper press fittings from a wholesale distributor located in, or from their principal place of business within, the states specified and during the time period listed at the top of this form will be eligible to receive a percentage of their Total Purchase Amount from the Net Settlement Fund not to exceed 25% of the Total Purchase Amount. See the Plan of Allocation for details.

Year of Purchase	Distributor Name	Distributor Street Address	Distributor City/State	Annual Purchase Amount
2015				
2016				
2017				
2018				
2019				
XX, XX, 2020				
			<b>Total Purchase Amount:</b>	

## III. PROOF OF PURCHASES

To be eligible and to validate your claim, please include the “Proof of Purchase” meaning a distributor or wholesaler invoice, receipt, or proof of purchase provided by a distributor or wholesaler, specifying (1) the purchase of qualifying Viega ProPress® copper press fittings, (2) that you are the purchaser, (3) a date of purchase during the Class Period, (4) the item/product purchased and price, (5) the supplier, and (6) proof of payment. If you don't have that information, you may be able to obtain proof of your purchases from the distributor or distributors you listed.

Please mail in the Proofs of Purchase of Viega ProPress® copper press fittings attached to this Claim Form or upload them with your online Claim Form on the settlement website. There are prompts and directions on the website to guide you. If you have questions or need help, call 1-800-XXX-XXXX.

To receive a payment, a Claim Form **MUST** be completed, certified (see below) and either be submitted online ([www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com)) or by First Class U.S. mail postmarked by no later than **Month XX, 2021**, together with your Proof of Purchase documentation. If your Claim Form is deficient, you will be notified of the deficiency, and the time frame to correct it, by the Settlement Administrator. You **MUST** timely correct any deficiencies within this time frame to be eligible to receive a payment.

## IV. CERTIFICATION

**Under penalty of perjury, I certify that the information I noted on this Claim Form and any supporting materials submitted with it are, to the best of my knowledge, true and correct copies, and that I made all of the identified purchases.**

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

Printed Name: \_\_\_\_\_

**QUESTIONS? Call 1-800-XXX-XXXX or visit [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com)**

# **EXHIBIT D**

## PLAN OF ALLOCATION

### FOR CASH SETTLEMENT FUND TO MULTI-STATE SUBCLASS MEMBERS

The Net Cash Settlement Fund (the Settlement Fund less amounts approved by the Court for Administrative Costs, including costs of issuance of Class Notice to the Settlement Class, Settlement Administrator fees and expenses, and fees related to the Cash Settlement Fund, and any Court-awarded attorneys' fees, expenses and service awards) will be distributed to Multi-State Subclass Members submitting timely and valid claims showing indirect purchases of Viega ProPress® copper press fittings sold by wholesale distributors in, or made from a Multi-State Subclass Member's principal place of business located within, the states of AL, AZ, CA, CT, IA, KS, MA, MI, MN, MS, NE, NV, NH, NM, NY, NC, ND, OR, RI, SD, TN, UT, VT, WV, WI and the District of Columbia between January 29, 2015 and [Prelim. App. Date], 2020 ("the Class Period"), as set forth below.

- Each Multi-State Subclass Member who timely submits a valid Claim Form and documents that the Settlement Administrator determines are valid Proofs of Purchases for Viega ProPress® copper press fittings indirectly purchased by the Subclass Member during the Class Period shall be credited with the aggregate purchase price documented in the Claim Form and Proofs of Purchases, not including any taxes, fees or surcharges related to the purchase.
- The Net Settlement Fund will be allocated, *pro rata*, to eligible Class Members on a claims-made basis, based upon the total dollar value of each Class Member's verified Total Purchase Amount, in proportion to the total amount of the Net Settlement Fund.
- Each eligible Class Member's actual recovery **will be a percentage** of their Total Purchase Amount, not to exceed 25% of that amount, **and will vary** depending on the number and amounts of qualifying claims submitted.
- All of the Net Settlement Fund will be distributed, in full, to eligible Class Members who have valid claims, according to this Plan of Allocation.
- Amounts remaining in the Net Settlement Fund after distribution to eligible Class Members with valid claims under this Plan of Allocation, if any (resulting, for example, by the fact that cash settlement payment checks went uncashed) will be rolled over to the Rebate Program provided for in this Settlement, with such sums representing the first dollars that will be paid out in rebate payments to eligible Class Members. The time frame and procedures for claiming a payment under the Rebate Program are available at [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com)

## PROCEDURES FOR CURING CLAIM FORM DEFICIENCIES

### FOR CASH SETTLEMENT FUNDS TO MULTI-STATE SUBCLASS MEMBERS

- To be eligible for a distribution payment from the Net Settlement Fund, the Class Member's Claim Form must be completed, verified, supported by Proofs of Purchase, and the Total Purchase Amount listed on the Claim Form must be accurately calculated.
- Each Class Member Claim Form (whether submitted by the Class Member by mail or electronically) shall bear a unique control number. The Settlement Administrator will use this control number, and the contact information provided, to communicate with a Class Member

in the event the Settlement Administrator determines that a Claim Form is deficient, or the Total Purchase Amount listed is inaccurately calculated.

- The Settlement Administrator has the sole authority to determine the validity of, or deficiency within any Claim Form. If a Claim Form is determined to be deficient by the Settlement Administrator in any respect, the Settlement Administrator will send a Notice of Deficiency to the Class Member using the contact information provided by the Class Member on the Claim Form. The Notice of Deficiency will identify the reasons why the Settlement Administrator determined the Claim Form to be deficient, and tell the Class Member the time period in which the Class Member must correct the deficiency.
- The Class Member MUST cure or correct the deficiency to the satisfaction of the Settlement Administrator within the time period specified in the Notice of Deficiency. If the Class Member does not timely correct or cure the deficiency within the time period specified by the Settlement Administrator in the Notice of Deficiency, the Settlement Administrator will determine the Claim Form to be invalid and the Class Member will be deemed ineligible to receive a payment from the Settlement Fund.
- In lieu of a Notice of Deficiency, if a Claim Form is certified and valid in all respects except that the Total Purchase Amount is inaccurately calculated, the Settlement Administrator will send a Notice of Claim Adjustment to the Class Member using the contact information provided by the Class Member on the Claim Form. The Notice of Claim Adjustment will list the Total Purchase Amount the Settlement Administrator believes to be accurate, and tell the Class Member the time period in which the Class Member must object to the Claim Adjustment, identify the reasons for that objection, and provide any Proofs of Purchase or other documentation the Class Member believes supports that objection.
- The Class Member MUST object to the Claim Adjustment, with appropriate Proofs of Purchase or other supporting documentation, within the time period specified by the Settlement Administrator in the Notice of Claim Adjustment. If the Class Member does not object within this time period, the amount listed by the Settlement Administrator in the Notice of Claim Adjustment will be deemed to be that Class Member's Total Purchase Amount for purposes of calculating any distribution from the Net Settlement Fund under the Plan of Allocation. The Settlement Administrator, in consultation with Class Counsel and counsel for Viega, will evaluate the Class Member's objection and thereafter decide the Total Purchase Amount to be applied to the Class Member's Claim, which decision shall be deemed to be final, subject only to review or modification by the Court, as provided in the Settlement Agreement.
- The Court shall retain jurisdiction over implementation of the Settlement and disposition of the Settlement Fund, including whether to allow, disallow, or adjust the claim of any Class Member on equitable grounds. If a Multi-State Settlement Class Member disputes the Settlement Administrator's determination as to the eligibility of its Claim or whether to adjust the Class Member's claim due to a deficiency in its claim, and wishes to seek Court review of its dispute, the Class Member MUST file a statement of no more than two (2) pages with the Court within fourteen (14) days of the Settlement Administrator's decision to disallow or adjust the Claim. Any statement of response by Class Counsel and/or Viega shall be filed with the Court not later than fourteen (14) days thereafter. The Court will decide the dispute based on these filings and whatever other materials or procedures the Court may require. No person shall have any claim against any Plaintiff, Class Counsel, Viega, Viega's counsel, or the Settlement Administrator based on the distribution of the Net Settlement Funds made substantially in accordance with the Plan of Allocation or as modified or interpreted by the Court.

# **EXHIBIT E**



### REBATE CLAIM FORM

Please read the entire Rebate Claim Form carefully before you begin to fill it out. This form is to claim rebates for purchases between [Final Approval] and [date]. The Rebate Claims Period begins [date]. **THE DEADLINE TO SUBMIT YOUR REBATE CLAIM FORM IS [DATE].** You MUST submit your claim before this deadline to be eligible for a rebate payment.

#### Instructions

To participate in the Rebate Program you must (1) register with the Viega Rebate Program at [website]; and (2) activate the Rebate Program within your account at [website]. You will upload this form and supporting documentation to [website]. You can also mail this form and supporting documentation to [Viega rebate address], however online submission is preferred and your claim will be processed faster.

Fill in here your:

Control number (if applicable\*): \_\_\_\_\_

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

Address: \_\_\_\_\_

Taxpayer ID: \_\_\_\_\_

Email: \_\_\_\_\_

\*If you submitted a Claim Form for a Cash Settlement Payment, you were provided with a control number from the Settlement Administrator, which allows you to skip the qualification process now. If you did not previously submit a Claim Form, please write "N/A" on the Control number line above, and upload with this form, a Proof of Purchase for at least one (1) Viega ProPress® copper press fitting between the period of January 29, 2015 and [Prelim App.], 2020, to confirm your eligibility for this Rebate Program. For avoidance of doubt, if you previously did this to qualify for the Cash Settlement Payment and have a control number, you do not need to again confirm eligibility.

Only purchases of Viega ProPress® fittings are eligible for a rebate – **Purchases of Viega ProPress® -related tools and Viega ProPress® valves as well as other Viega branded products are excluded from and not eligible for the Rebate.** Taxes, surcharges and fees are excluded from and not eligible for the Rebate. You must include the 'requested rebate information' in all fields with an asterisk ("\*") or your Rebate Claim Form is invalid and will not be paid. If the Viega ProPress® fitting part number is not included on invoice(s) submitted for rebate, you will need to clearly specify in the "Item Product No./Description" column the product description (fitting type(s) and size(s)) for that invoice. List each different product type on a different line, even if on the same invoice. See examples below.

You must include all receipts with your Rebate Claim Form. Listed purchases without Proof of Purchase documentation will be invalid and not paid.

If you have any questions about the Rebate Claim Form or submission, please [call/email XXX]. A full explanation of the Rebate Program, including benefits and limitations are available at [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com). Capitalized terms have the same definition as in the Settlement, which is also available at [www.CopperPressFittingsSettlement.com](http://www.CopperPressFittingsSettlement.com).

