

If you own or owned a home or other structure that contains a plumbing system with brass crimp (F1807) fittings/connectors sold by Zurn, you may qualify for benefits from a class action settlement.

This Notice may affect your rights please read it carefully.

- A settlement has been reached with Zurn Pex, Inc. and Zurn Industries LLC (“Zurn”) about brass crimp fittings/connectors made of certain yellow brass manufactured and/or sold by Zurn between 1996 and 2010 (“F1807 Fittings”). The settlement covers possible fitting leaks, occlusion (blockage that reduces water flow) and damage caused by alleged corrosion of the F1807 Fittings. It does not cover systems installed with Zurn’s poly alloy fittings, DZR fittings, ECO brass fittings, or anything other than an F1807 yellow brass fitting sold by Zurn.
- The claims process created by the settlement provides certain caps on claim payments and an aggregate cap on overall claim payments; and it imposes time limitations for the making of claims and for the making of requests to be excluded from the settlement.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	Submit a Claim Form seeking cash payment and/or other benefits.
EXCLUDE YOURSELF	Request to be excluded and get no benefits from the settlement. This is the only option that allows you to start or continue a lawsuit against Zurn about corrosion-related claims regarding F1807 Fittings.
OBJECT	Write to the Court about why you do not like the settlement.
Go To A HEARING	Ask to speak in Court about the fairness of the settlement.
Do NOTHING	Get no benefits. Give up your rights to sue Zurn for legal claims regarding F1807 Fittings.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who file a valid and timely Claim Form. Please be patient. It is expected that the approval process will take months, and it could take a year or more.

**QUESTIONS? CALL 877-341-4602 OR VISIT
WWW.PLUMBINGFITTINGSETTLEMENT.COM**

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BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge Ann D. Montgomery of the United States District Court for the District of Minnesota, is overseeing this class action. The settlement resolves the cases transferred to the multi-district litigation known as *In re Zurn Pex Plumbing Products Liability Litigation*, Case No. 0:08cv01958, as well as other cases and claims alleging corrosion or potential corrosion of F1807 Fittings, absent requests for exclusion as described below.

The persons who sue are called “Plaintiffs,” and the companies being sued, Zurn Pex, Inc. and Zurn Industries LLC, are called “Zurn.”

2. What is this lawsuit about?

The lawsuit claims that Zurn designed and sold defective F1807 Fittings that prematurely degrade, leak and cause damage as a result of corrosion. It also claims that the warranty Zurn provided with these F1807 Fittings should pay for repairs related to their alleged failures. The lawsuit asks for money to be paid to people and entities that own homes, buildings and structures that contain F1807 Fittings. It also seeks to require Zurn to honor future warranty claims for damage resulting from the F1807 Fittings.

Zurn denies the claims and allegations in the lawsuit. Zurn maintains that its F1807 Fittings are not defective and function properly in the vast majority of installations. Zurn further contends that when failures occur, they may be caused by such factors as installation issues and corrosive water conditions. Zurn further contends that claims in the litigation are barred by the terms of its warranty.

3. Why is this a class action?

In a class action, one or more people called “Named Plaintiffs” or “Class Representatives” (in this case Beverly Barnes and Brian Johnston, Bridget and Paul Bohn, Charles A. Breaux, Sr., Coppersmith Plumbing, Denise and Terry Cox, Kevin and Christa Haugen, Robert and Carrie Hvezeda, Darla and Anthony Kolker, Judith Nicodemus, Michelle Oelfke, and Jody and Brian Minnerath, Brenda and Brian Rose, Donovan and Alyssa Shaughnessy, and Don Vtipil) sue on behalf of people who have similar claims. All of these people are Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement through the process described in Section 17.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Zurn. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The settlement does not mean that any law was broken or that Zurn did anything wrong. Zurn denies all legal claims in this case. Named Plaintiffs and their lawyers think the settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can get a payment from it, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The settlement includes any person or entity who owns or owned a building or property containing brass crimp fittings and connectors manufactured to ASTM standard F1807 and which were made from a type of brass commonly known as “yellow brass.” People and entities that paid for damage or repairs caused by a leak of a Zurn F1807 fitting or connector may also file a claim in this settlement.

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The Settlement Class as approved by the Court is formally defined as follows:

All Persons that own or have owned buildings, homes, residences or any other structures located in the United States that contain or have ever contained F1807 Fittings. Also included in this class are all such Persons' spouses, joint owners, heirs, executors, administrators, mortgagees, tenants, creditors, lenders, predecessors, successors, subsequent owners or occupants, trusts and trustees, attorneys, agents, and assigns and all Persons who have vested legal rights such that they have legal standing and are entitled to assert a claim on behalf of such Settlement Class Members for Leaks or Occlusions. Insurance carriers are members of the Settlement Class for Leaks and Occlusions if they paid insurance claims for Leaks or Occlusions prior to the date of the Preliminary Approval Order and thereby obtained legally vested subrogation rights.

Persons who seek contribution or indemnity from the Zurn Defendants on past settlements of claims with Settlement Class Members involving Leaks or Occlusions are members of the Settlement Class for those Leaks and Occlusions if they paid those settlements prior to the date of the Preliminary Approval Order and thereby obtained vested legal rights to pursue such contribution or indemnity claims. To the extent there may in the future be subrogated insurance carriers or Persons who seek contribution or indemnity from the Zurn Defendants because of vesting of legal rights that occurs after the date of the Preliminary Approval Order, they shall not be Settlement Class Members, but the rights that they take through a Settlement Class Member shall be limited by all of the terms, time periods, releases, caps, no double recoveries and other provisions of this settlement.

6. How do I know if my plumbing system contains Zurn's F1807 Fittings?

Zurn's yellow brass F1807 Fittings (known as QestPEX Crimp System, Qicksert fittings, and Qick/Sert insert fittings) were stamped with "Qpex" and can be located at joints in the plastic pipe. The pictures below illustrate what the brass fittings and stamps look like. However, not all fittings that look like this are included.

Please note that the fittings at issue in this litigation are no longer sold. Zurn stopped selling F1807 Fittings in 2010. Visit the settlement website to learn more about the F1807 Fittings.



7. Are there exceptions to being included?

Yes. The following are not included in the settlement: all person who have previously settled F1807 Fitting claims; the presiding judge and her family; certain entities related to Zurn and their employees and representatives; and anyone who timely requests to be excluded from the Class (see "Excluding Yourself from the Settlement" below).

8. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the settlement, visit the settlement website at www.plumbingfittingsettlement.com or call the toll free number, 877-341-4602. You may also write with questions to Zurn Pex Claims Administrator, PO Box 3266, Portland, OR 97208-3266, or send an e-mail to info@plumbingfittingsettlement.com.

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9. Who is eligible to seek benefits under the settlement?

To be eligible to seek money benefits under the settlement, a Settlement Class Member must own or have owned real property containing plumbing systems that contain F1807 Fittings:

1. That has experienced at least one leak in a Zurn F1807 Fitting due to corrosion, or
2. Be able to demonstrate by way of a flow test that a differential in water flow, resulting from corrosion of one or more F1807 Fittings manufactured and/or sold by Zurn, of more than 50% between the hot and cold lines of one or more system fixtures, unless those systems were not used in compliance with applicable installation and use guidelines and the loss is a result of such non-compliance.

Persons (including insurers) that have paid for the cost of damage or repairs related to an eligible leak caused by corrosion of Zurn F1807 Fittings and that have legal standing to pursue such claims are also eligible to submit claims in the claims process.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the settlement is approved and becomes final, it will provide benefits to qualified Settlement Class Members.

10. What are the benefits of the settlement?

The following benefits are available to Settlement Class Members:

PAYMENT OF PROPERTY DAMAGES DUE TO LEAKS

For eligible claims submitted for leaks, either that have already occurred or that occur during the seven year claims period, the Claims Administrator will pay you for up to 60% of documented damage resulting from each leak, subject to a cap of One Hundred Thousand Dollars (\$100,000) per leak. Damage payments for leaks do not include any claimed economic losses such as loss of use or loss of value of the property, lost time, or any indirect or consequential damages. The claimed damage must be the direct result of a leak caused by corrosion of Zurn F1807 Fittings, and you must have taken reasonable steps to mitigate (i.e. limit or stop) the effects of the leak.

You must provide proof of the presence of the F1807 Fittings in the subject property and documentation sufficient to support the claim (photographs, invoices, video, or other support) and establish that the root cause of the leak was corrosion of the Zurn F1807 Fittings. Claims filed without supporting documentation may not be paid.

RE-PLUMBS OF STRUCTURES THAT HAVE EXPERIENCED MULTIPLE LEAKS

If you own a Small Structure or Medium Structure that has had two or more leaks prior to April 1, 2020, or a Large Structure that has had five or more leaks prior to April 1, 2020, whose root cause was corrosion of F1807 Fittings, you may request to have your plumbing system replaced by an approved contractor. The Claims Administrator will pay you up to 60% of the re-plumb cost, with the balance to be paid by you before the work is done. For Small Structures and Medium Structures, such payment by the Claims Administrator will be subject to a cap of Seven Thousand Dollars (\$7,000) and within an overall per claim cap (meaning the cost of re-plumb plus the cost paid due to the leak that led to the re-plumb) of One Hundred Thousand Dollars (\$100,000). For Large Structures, the cap will be One Hundred Thousand Dollars (\$100,000) including both the amounts paid for the re-plumb and the amounts paid as a result of property damage from the leak that led to the re-plumb.

The settlement allows for an approved third-party Remediation Contractor(s) to perform the re-plumbs. A list of the approved Remediation Contractors can be viewed on the settlement website. If possible, the Remediation Contractor(s) will perform this work using current Zurn Pex plumbing systems with fittings that are not F1807 Fittings. If the Remediation Contractor(s) is unable to perform the re-plumb, or if you do not wish to use the Remediation Contractor to do the work or do not wish the re-plumb to be done with a Zurn Pex plumbing system, the Claims Administrator will pay a contractor of your choosing a cash equivalent out of the settlement fund equal to what the Settlement Agreement provides would have been paid to the Remediation Contractor for the work.

A “Small Structure” is defined as 10,000 square feet or less; a “Medium Structure” is between 10,000 and 20,000 square feet; and a “Large Structure” is more than 20,000 square feet.

OCCCLUSION CLAIMS DUE TO WATER FLOW DIFFERENTIAL

If you currently own a structure that has or had a differential in water flow between the hot and cold water supplies running to the same fixture, you are eligible for remediation (elimination of the flow differential) of the system if you are able to demonstrate by way of a flow test that a differential in water flow of more than 50% between the hot and cold lines of one or more system fixtures, exists as a result of corrosion of one or more F1807 Fittings.

For eligible current or future occlusion claims, the Claims Administrator will pay the Remediation Contractor the reasonable costs associated with performing the repair or replacement of the affected fitting(s) and pipe necessary to restore normal water flow, up to a cap for Small or Medium Structures of Seven Thousand Dollars (\$7,000). For Large Structures the per-claim cap is One Hundred Thousand Dollars (\$100,000). Remediation will begin with the replacement of fittings at the water heater. If this does not restore normal water flow to the system, you will be eligible to request a re-plumb, subject to a cap of Seven Thousand Dollars (\$7,000) for Small and Medium Structures and One Hundred Thousand Dollars (\$100,000) for Large Structures. If such occlusions have already been repaired, Class Members may claim for up to 60% of the remediation or re-plumb costs that were incurred, subject to the same overall caps.

SETTLEMENT FUND AND CLAIMS PAYMENT

Zurn will fund the settlement in an amount totaling no more than \$20 million (“aggregate cap”) over the seven year claims period, with funding capped at payments of \$3 million in each of the first 6 years of the settlement and \$2 million in the seventh year. Claims made that exceed a given year’s cap will be held over and paid first in the next claims year. Class Counsel and counsel for the Zurn Defendants believe the \$20 million fund will be sufficient to pay all eligible claims. However, to be sure that all claimants will be treated similarly, the initial payment made for leaks and occlusion claims will be 60% of the eligible claim. After claims have been received, Class Counsel and counsel for the Zurn Defendants will ask the Court to approve supplemental payments to Settlement Class Members based on a pro rata calculation of the claims submitted. If an unexpectedly high level of claims occurs, claim payments may total less than 60% of the damage caused by the leak or occlusion. The actual total amount paid for a leak or occlusion claim will not be known until data from the claims experience is available and the Court approves the supplemental claim process.

HOW TO GET A PAYMENT OR OTHER BENEFITS

11. What do I need to do to participate in the settlement?

To obtain any money benefits from Zurn, you must follow the instructions on the Claim Form. All Claim Forms, together with supporting documentation or information, as applicable, must be mailed by first-class United States Mail, postage prepaid, to the Claims Administrator:

Zurn Pex Claims Administrator
PO Box 3266
Portland OR 97208-3266

You cannot submit your Claim Form and accompanying materials by telephone or on the Internet. If you change your address and want to receive a Claim Form or any payment owed to you by Zurn at your new address, you should notify the Claims Administrator of your new address by either (i) visiting www.plumbingfittingsettlement.com and providing your new address or (ii) sending written notice of your change of address to the Claims Administrator at the address above.

If you did not receive a Claim Form by mail, or if you need to obtain one or more additional Claim Forms, you can get one in any of the following ways: (1) by downloading a Claim Form at the Claims Administrator’s website, www.plumbingfittingsettlement.com; (2) by requesting a Claim Form be mailed to you by calling the Claims Administrator’s toll-free telephone number, 877-341-4602; or (3) by requesting a Claim Form be mailed to you by writing to the Zurn Pex Claims Administrator, PO Box 3266, Portland OR 97208-3266.

In signing the Claim Form, you submit under penalty of perjury, which means that you are swearing under oath that the statements you make in your form are true. The submission of a false claim may be a criminal offense.

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12. What is the deadline for submitting a Claim Form?

For a leak or occlusion that occurs on or before April 1, 2013, Settlement Class Members must complete and submit a Claim Form no later than April 1, 2014 (the “Past Claims Deadline”).

For a leak or occlusion that occurs after April 1, 2013, Settlement Class Members must complete and submit a Claim Form no later than twelve months after an eligible leak or occlusion occurs. However, no further claims will be allowed after April 1, 2020 (the “Future Claims Deadline”).

13. How and when will the Claims Administrator process claims for benefits?

Validation of Claims for Benefits. For Claim Forms submitted within the appropriate claims periods as noted in paragraph 12 above, the Claims Administrator will begin reviewing all such Claim Forms and required supporting documentation if, following the Fairness Hearing, the Court grants final approval of the Class Settlement and, after entry by the Court of the Final Approval Order and the Judgment therein, no Notice of Appeal of the Judgment or any order in the Action has been filed, the time provided for in the Federal Rules of Appellate Procedure to take any such appeal has expired, and any right to take any such appeal has been waived or otherwise lost, or each such appeal that has been taken has been finally adjudicated and the Judgment and Final Approval Order have been upheld in all respects by each such final adjudication. If you timely submit a Claim Form, the Claims Administrator will evaluate it based on all the information and documentation you have provided. If you fail to provide all information, documents, or photographs required by the Claim Form, the Claims Administrator will notify you in writing of your failure to do so. The missing information, documents, or photographs must be received by the Claims Administrator (or postmarked) within 30 days from the postmarked date of that written notice of your failure to provide all necessary information, documents, or photographs. Failure to comply will result in a denial of your claim.

Denial of Claims for Benefits. If your Claim Form and accompanying materials do not meet all of the requirements of the settlement, your claim will be deemed invalid, the Claims Administrator will deny your claim, you will not receive any payment, and you will be informed in writing of that decision. Decisions as to whether corrosion was the root cause of a leak or occlusion may be referred to an Independent Engineering Consultant, the cost of which will be paid by Zurn. A Special Master will be available for a Settlement Class Member to appeal a denial by the Claims Administrator. Instructions for appealing a decision of the Claims Administrator will be provided with all denied claims.

Payment of Validated Claims for Benefits. If you submit a Claim Form seeking benefits under the settlement, and the Claims Administrator determines that your Claim Form and accompanying materials present a valid claim and satisfy the eligibility criteria of the Agreement, the Claims Administrator will issue a payment to the Settlement Class Member, if appropriate, and/or will arrange for a Remediation Contractor to remediate or re-plumb the PEX system if appropriate under the terms of the settlement. Zurn reserves the right to appeal all claims validated for payment/re-plumb/remediation by the Claims Administrator to the Special Master.

No Payment Until Appeal Exhaustion. If any Notice of Appeal from the Final Approval Order or the Judgment provided therein is timely filed by any party, objector, claimant, or other person, the settlement will not be or become final or effective, Zurn will have no obligation to make any payment to any Settlement Class Member, and the Claims Administrator will make no payment to any Settlement Class Member, unless and until each such appeal has been finally adjudicated and the Final Approval Order, including the Judgment therein, has been upheld in all respects by each such final adjudication.

14. What am I giving up to get a payment?

If the settlement becomes final, Settlement Class Members who submit a claim or do nothing at all will be releasing Zurn from all of the Released Claims (including future claims involving corrosion or potential corrosion of the F1807 Fittings) described and identified in paragraphs 89-99 of the Settlement Agreement. This means you will no longer be able to sue Zurn regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at <http://www.plumbingfittingsettlement.com>. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed settlement and you want to keep the right to sue Zurn about the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

15. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Zurn in the future. You will not be bound by anything that happens in this class action settlement.

16. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Zurn for all of the claims that the settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case.

17. How do I get out of the settlement?

To exclude yourself from the settlement and Settlement Class, you must send the Claims Administrator a written request that contains the following information:

1. Your full name, current address and telephone number;
2. The address of the property(ies) that contain or have contained the F1807 Fittings;
3. A statement or good faith estimate of the square footage of the property(ies);
4. A general description of the type of property(ies), e.g., “single family residence,” “high rise hotel,” etc.;
5. The date your F1807 Fittings were installed;
6. The date the building containing your F1807 Fittings was constructed;
7. Whether the F1807 Fittings have already leaked;
8. The date the F1807 Fittings leaked;
9. A good faith estimate of the amount of damages, if any, you will be claiming against Zurn; and
10. Your signature (even if represented by an attorney) and the date on which you signed it.

You must mail your completed request for exclusion, postmarked by **January 29, 2013** to:

Zurn Pex Claims Administrator
PO Box 3266
Portland OR 97208-3266

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in the case?

The Court designated Shawn Raiter and his law firm Larson King LLP as Lead Class Counsel. The Court designated other attorneys to represent your interests and a full list of those attorneys can be viewed at www.plumbingfittingsettlement.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

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If you choose to participate in the settlement and do not exclude yourself from the Settlement Class in the manner described above in paragraph 17, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for the services of Class Counsel. If you wish to remain a Settlement Class Member, but you do not wish to be represented by Class Counsel, you may hire your own attorney to represent you, or you may also appear on your own behalf. If you hire your own attorney, your attorney must file an appearance no later than **January 29, 2013**, with the Clerk of the Court, and must send a copy, by first-class United States Mail, to Class Counsel and Zurn's counsel at the addresses provided below, postmarked no later than **January 29, 2013**. If you do not exclude yourself from the Class Settlement, you will continue to be a Settlement Class Member, even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

19. Why is Class Counsel recommending the settlement?

Class Counsel reached this settlement after weighing the risks and benefits to the Settlement Class of this settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

20. How will the administrative costs and attorneys' fees be paid?

Zurn agreed to pay the costs of class notice and claims administration, including the costs of mailing this Notice and of distributing any payments owed to Settlement Class Members pursuant to the settlement. If the settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses of no more than 8.5 million dollars to be awarded by the Court and to be paid by Zurn. Also, Class Representatives who were deposed during the litigation will receive a payment of \$7,500 each and Class Representatives who were not deposed will receive a payment \$5,000 each for their effort, service, time and expenses.

Settlement Class Members will not be responsible for the fees and expenses of Class Counsel, and the payment of attorneys' fees and expenses will not reduce the benefits to Settlement Class Members. Zurn will not be responsible for any cost that may be incurred by, on behalf of, or at the direction of the Settlement Class Members, their counsel, or Class Counsel in (a) responding to inquires about the settlement, the Agreement, or the lawsuit; (b) defending the Agreement or the settlement against any challenge to it; (c) defending against any challenge to any order or judgment entered pursuant to the settlement or the Agreement; or (d) completing the claims process. Zurn will pay the costs of the Special Master and Independent Engineering Consultant.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court if I do not like the settlement?

If you do not exclude yourself from the Settlement Class, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed settlement, or to Class Counsel's application for an award of attorneys' fees and expenses.

To do so, you or your own attorney must provide written notice of the objection via first class mail to Lead Class Counsel and Zurn's counsel and postmarked no later than **January 29, 2013** with the following information:

1. The name of this lawsuit *In re Zurn Pex Plumbing Products Liability Litigation*, Case No. 0:08cv01958;
2. Your full name, current address and telephone number;
3. Whether, on the date of your written objection, you own a home or formerly owned a home containing a system with F1807 Fittings;
4. The address of the property(ies) that may contain or have contained the F1807 Fittings;
5. The exact nature of the objections, the facts underlying the objection, and whether or not you intend to appear at the Final Fairness Hearing;

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6. All evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection;
7. Your signature (even if you are represented by an attorney); and
8. The date of your signature.

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you file a Notice of Appearance with the Court and the Claims Administrator that specifies, in detail, the subjects on which you wish to be heard, with copies of the Notice of Appearance served on Class Counsel and Zurn's counsel by first-class United States Mail, postmarked no later than **January 29, 2013**. The copies to be served on Class Counsel and Zurn's counsel must be mailed to the following addresses:

Class Counsel	Counsel For Zurn
Shawn M. Raiter Larson King LLP 30 East Seventh Street Suite 2800 St. Paul, MN 55101	James A. O'Neal Daniel J. Connolly Amy R. Fiterman Faegre Baker Daniels LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402

If you choose to object to the settlement, you must also make yourself available for deposition within 21 days of service of your objection and make the subject property available for inspection.

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlement?

On **February 25, 2013**, at 9:00 am, the Court will hold a public hearing in Courtroom 13W of the United States District Court for the District of Minnesota, located at the U.S. Courthouse, Minneapolis Building, 300 South Fourth Street, 202 U.S. Courthouse, Minneapolis, Minnesota, 55415, to determine whether the Settlement Class was properly certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court also will consider Class Counsel's application for an award of attorneys' fees and expense reimbursement and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who support the settlement do not need to appear at the hearing or take any other action to indicate their approval of the settlement. Settlement Class Members who object to the settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth above in paragraph 21.

24. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing 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 the Fairness Hearing, but their attendance is not necessary.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions at www.plumbingfittingsettlement.com. You may also write with questions to Zurn Pex Claims Administrator, PO Box 3266, Portland OR 97208-3266 or send an e-mail to info@plumbingfittingsettlement.com. You can get a Claim Form at the website, or have a Claim Form mailed to you by calling 877-341-4602. If you wish to communicate directly with Class Counsel, you may contact them at the address listed above in paragraph 21, or by e-mail at sraiter@larsonking.com. You may also seek advice and guidance from your own private attorney at your own expense.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ZURN, OR ANY ZURN SALES REPRESENTATIVE OR AGENT FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

