

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED

NOV 17 2011

In re: Kitec Plumbing System Products
Liability Litigation

CASE NO. 09-MD-2098

CLERK, U.S. DISTRICT COURT

By R. F.
Deputy 12:23pm.

FINAL JUDGMENT

On April 29, 2011, the Court entered its Order Granting Motion For Preliminary Approval of Class Action Settlement in this Multidistrict Litigation proceeding. (Doc. No. 97) On November 17, 2011, the Court conducted a Formal Fairness Hearing to consider the Motion of the Plaintiff Class for Final Approval of Class Action Settlement (Doc. No. 144) relating to the parties' Class Action Settlement and Release Agreement ("Settlement Agreement"). Contemporaneously with this Judgment, the Court has entered its Order Certifying Class For Settlement and Approving Class Action Settlement ("Approval Order"). For purposes of this Judgment, the Court adopts all defined terms as set forth in the Settlement Agreement. All defined terms used herein shall have the meaning set forth in the Settlement Agreement.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The U.S. Class is certified for purposes of the Settlement Agreement and pursuant to Fed. R. Civ. P. 23(b)(3), and the Settlement Agreement is approved pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, and adequate.
2. All Settlement Class Members in the U.S. Class are hereby permanently enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits from any other lawsuit, arbitration, or

administrative, regulatory, or other proceeding in any jurisdiction based on or relating to the Kitec System, the claims released in the Settlement Agreement, or the facts and circumstances relating thereto. In addition, all Settlement Class Members in the U.S. Class are hereby permanently enjoined from filing, commencing, prosecuting or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action in any jurisdiction) on behalf of members of the U.S. Class, if such other class action is based on or relating to the Kitec System, the claims released in the Settlement Agreement, or the facts and circumstances relating thereto. Issuance of this permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over this action and to enforce this Judgment. The Court finds no bond is necessary for issuance of this injunction.

3. After the Claims Period has expired, all claims against the Settlement Fund shall be barred.

4. Class Counsel's application for attorneys' fees, costs, and expenses is granted in the total amount of \$25 million, representing \$23,952,446 in fees and \$1,047,554 in expenses, to be awarded from the Settlement Fund. Class Representatives are hereby awarded payments as follows from the Settlement Fund: i) Class Representatives who were deposed and had their property inspected by IPEX receive \$7,500; ii) Class Representatives who had their property inspected receive \$5,000; and iii) other Class Representatives receive \$2,500.

5. Except as otherwise provided in the Settlement Agreement or this Judgment, the settling parties shall bear their own attorneys' fees and costs in connection with the U.S. Kitec MDL Class Action.

6. Without affecting the finality of this Final Judgment, the Court retains continuing jurisdiction over (i) the Settlement Agreement, including its administration, consummation, claims procedures, enforcement, implementation, construction, interpretation and any other issues or questions that may arise and expressly including, without limitation, the winding up and closing of the Settlement Fund at the close of the eight year period and the payment of the reversion interest, if any, owned by IPEX Funding Entities; (ii) the Settling Parties; (iii) any applications for attorneys' fees, expenses and costs related to the Settlement Agreement; (iv) all proceedings related to the Settlement Agreement both before and after this Final Judgment become final for purposes of paragraph 118 of the Settlement Agreement, including jurisdiction to vacate the Approval Order and the Final Judgment if the Effective Date does not occur or the Settlement Agreement does not become effective for any reason; and (v) enforcement of the Approval Order and this Final Judgment.

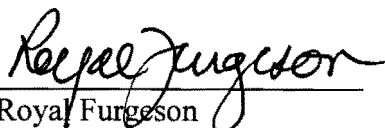
7. The Settlement Agreement shall be implemented in accordance with its terms.

8. Each of the lawsuits and all of the claims comprising the U.S. Kitec MDL Class Action are hereby **DISMISSED WITH PREJUDICE**.

9. The clerk is directed to enter this Final Judgment, which resolves all claims against all parties and is appealable.

IT IS SO ORDERED.

SIGNED this 17th day of November, 2011.



Royal Furgeson
Senior United States District Judge