

DISTRICT COURT  
CLARK COUNTY, NEVADA

CLASSIC PLUMBING, INC,

Plaintiffs,

v.

IPEX, INC, IPEX USA, LLC, FERGUSON  
ENTERPRISES, INC., STANDARD  
WHOLESALE SUPPLY COMPANY, TODD  
PIPE & SUPPLY - LAS VEGAS, INC., DOES I  
through X; and ROE CORPORATIONS I through  
X, inclusive;

Defendants.

QUINTERRO, et al.

Plaintiffs,

v.

IPEX, INC., et al.

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A493302

Dept. No.: XVI

**CONSOLIDATED WITH**

Case No.: A510543

Case No.: A517493

Case No.: A518156

**NOTICE OF CLASS ACTION**

**TO: ALL OWNERS OF RESIDENCES IN CLARK COUNTY, NEVADA, WITH BRASS KITEC PLUMBING FITTINGS INSTALLED BY DEFENDANTS CLASSIC PLUMBING, INC., SHARP PLUMBING, INC., OR COX & SONS PLUMBING, INC. BETWEEN 1996 AND THE PRESENT.**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT DISCUSSES A CLASS ACTION THAT MIGHT INVOLVE YOU. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS DESCRIBED BELOW.**

**THIS IS NOT A NOTICE OF A SUIT *AGAINST* YOU. RATHER, YOU MAY BE ELIGIBLE AS A PLAINTIFF CLASS MEMBER TO RECOVER COMPENSATION FOR DAMAGE FROM DEFECTIVE PLUMBING PRODUCTS IN YOUR RESIDENCE.**

**I. PURPOSE OF THIS NOTICE:** This Notice is given to you pursuant to an Order certifying a class action under Rule 23(c)(2) of the Nevada Rules of Civil Procedure, entered on October 16, 2006 by the Honorable Timothy C. Williams of the Eighth Judicial District Court, Clark County, Nevada. You may be a member of the class described herein. This notice is to inform you of the pendency of a class action lawsuit and of how to request exclusion from the class if you do not wish to be a class member. The members of the Class Action certified by the Court's October 16, 2006 Order include:

**Any owner of a residence in Clark County, Nevada with brass Kitec Fittings installed by Defendants Classic Plumbing, Inc., Sharp Plumbing, Inc., or Cox & Sons Plumbing, Inc. between 1996 and the present.**

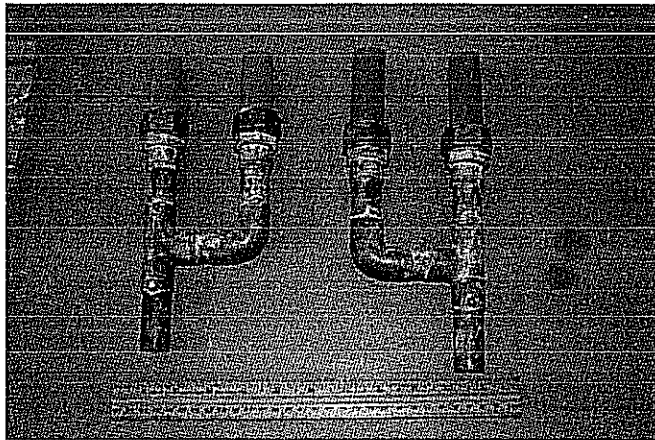
**II. DESCRIPTION OF THE LAWSUIT:** This is a defective product and breach of warranty case arising from alleged defective brass fittings ("Kitec Fittings") manufactured by or on behalf of Defendants IPEX USA, LLC, and IPEX, Inc. (collectively, "IpeX"), and installed by Defendants CLASSIC PLUMBING, INC., SHARP PLUMBING, INC., and COX & SONS PLUMBING, INC. (collectively, "Plumbers") within homes in Clark County, Nevada. The Plaintiff Class Representatives have alleged that the Kitec Fittings are defective because they disintegrate and fail when exposed to water because of a well-known chemical reaction called dezincification.<sup>1</sup>

Plaintiffs are homeowners in Clark County with residences that have had brass Kitec Fittings installed by Plumbers between 1996 and the present. The presently named Class Representative Plaintiffs include Tracie L. Quinterro, Eric W. Quinterro, Ladybeth Panusis, Charles Panusis, Raul Garcia, Brenda Garcia, Stephan Inferrera, Sheila Inferrera, Anna Navarro, Alonzo Collins, Laura Collins, Ronald Carroll, Dorene Carroll, Susan Sheldon, and Robert Dostler (collectively, "Class Representatives"). On February 15, 2006, an action entitled *Quinterro v. IpeX*, Case No. A517493, was filed by Class Representatives asserting claims individually and on behalf of all Class Members for: (i) products liability; (ii) strict liability; (iii) breach of express warranty; (iv) breach of the implied warranty of merchantability; (v) breach of the implied warranty; and (vi) negligence. This case has recently been consolidated with *Classic Plumbing v. IpeX*, Case No. A493302 and various other similar cases including Case No. A510543 and A518156. Following motion by Plaintiffs, the Court certified Class Representatives' claims as a Class Action on October 16, 2006. This Class Action seeks money damages together with attorneys' fees and costs of suit from the Defendants on behalf of all Class Members. **This Class Action does not seek any damages for personal injury.** Any proceeds from this Class Action, after attorneys' fees and costs have been paid, will be used to compensate Class Members for damages suffered as a result of Defendants' defective Kitec Fittings.

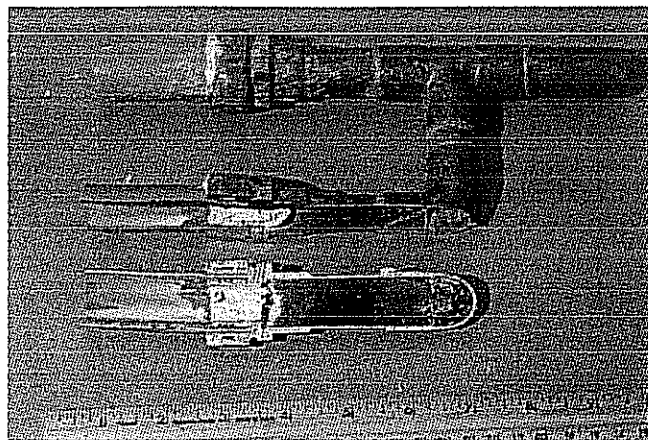
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<sup>1</sup>For more information on this Class Action and whether brass Kitec Fittings were installed in your home, please go to [www.plumbingdefect.com](http://www.plumbingdefect.com).

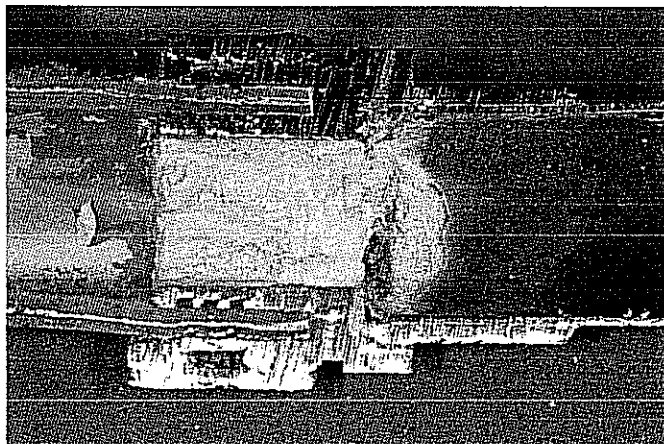
The following photos depict brass Kitec Fittings that have been damaged by dezincification:



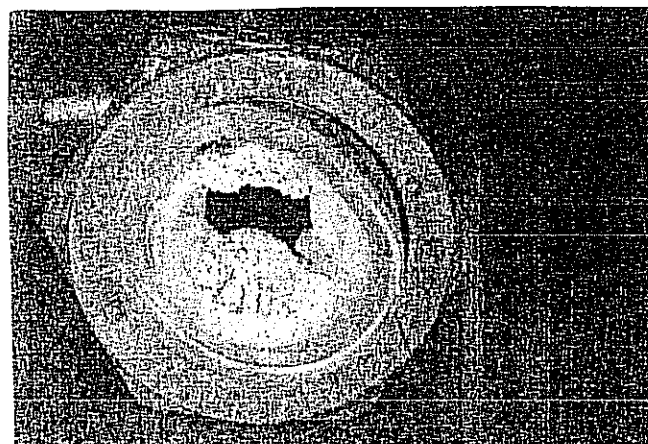
Brass Kitec Plumbing Fixtures



Cross Section of Brass Kitec Fitting Corroded From Dezincification



Close-Up of Brass Kitec Fitting Corroded from Dezincification



Close-Up of Brass Kitec Fitting Corroded From Dezincification

**III. CHOICES YOU NEED TO MAKE NOW:**

IF YOU WISH TO REMAIN A MEMBER OF THE CLASS, YOU NEED DO NOTHING AT THIS TIME; IF YOU WISH TO BE EXCLUDED FROM THIS CLASS, AND NOT BE ELIGIBLE TO RECOVER ANY MONEY IN THIS ACTION, YOU MUST SUBMIT A WRITTEN REQUEST FOR EXCLUSION ON OR BEFORE March 1, 2007.

If you are a member of the above-described class, you will be deemed a party to this action for all purposes unless you request exclusion from the class action on or before March 1, 2007. Class members who do not request exclusion will be bound by any settlement or judgment, whether favorable or not, of the class.

You have the right to consult with your own attorney about any matters related to this Notice of Class Action. If you so desire, you may enter an appearance through counsel of your own choice. You will be represented by counsel for the class representative unless you choose to enter an appearance through your own legal counsel. If you choose to enter an appearance through your own legal counsel, you will be responsible for the legal fees and costs of your personal counsel.

Class members who do not request exclusion will be bound by any judgment whether favorable or not to the class, and will not have the right to maintain a separate action even if they have already filed their action.

**FUTURE CLAIMS FOR DAMAGES RELATED TO KITEC FITTINGS THAT YOU MAY HAVE AGAINST ANY DEFENDANTS NAMED IN THIS ACTION MAY BE BARRED IF YOU REMAIN A MEMBER OF THIS CLASS BY NOT REQUESTING EXCLUSION FROM THIS CLASS ACTION. IF YOU REMAIN A MEMBER OF THIS CLASS YOU MAY BE REQUIRED TO PARTICIPATE IN DISCOVERY.**

For your convenience, the request for exclusion may be submitted on the attached form, entitled "Request for Exclusion." If you did not receive a Request for Exclusion form, you may obtain a copy by writing to the Clerk of the Court, Eighth Judicial District Court, Clark County Courthouse, 200 Lewis Avenue, 3<sup>rd</sup> Floor, Las Vegas, Nevada, 89155-1601. A written Request for Exclusion may be submitted without using the Request for Exclusion form, but must refer to this litigation as *Classic Plumbing v. Ipex*, Case No. A493302, and include your name and address in your statement requesting exclusion. Any request for exclusion must be received by the Clerk of the Court, Eighth Judicial District Court, Clark County Courthouse, 200 Lewis Avenue, Las Vegas, Nevada, 89155, on or before March 1, 2006, or you will be considered a member of the class.

**IV. PLAINTIFFS' CLASS COUNSEL.:** The Plaintiffs and the Class are represented by the following attorneys and law firms: William L. Coulthard, Esq., and J. Randall Jones, Esq., of Harrison, Kemp & Jones, LLP, 3800 Howard Hughes Parkway, 17<sup>th</sup> Floor, Las Vegas, Nevada 89109; and, Charles "Dee" Hopper, Esq., and Sergio Salzano, Esq., of Lynch, Hopper & Salzano, LLP, 725 S. 6th Street, Las Vegas, NV 89101.

**V. ATTORNEYS' FEES AND COSTS OF SUIT:**

If successful in this action. Class Counsel attorneys' fees and costs will be paid out, on a contingent fee basis, of any monetary recovery obtained by the Plaintiffs in this case. Class Counsel shall be paid its attorneys' fees based on a percentage of the overall recovery. Class Counsel presently has a Contingent Fee Agreement with all Class Representative which provides as follows:

**The Fee. The Client agrees to pay to the Law Firm as a fee (the "Fee") an amount equal to thirty-three and one-third percent (33-1/3%) of any sums recovered in the event that the Claim is settled up to ninety (90) days before the matter is first set for trial by the Court; forty percent (40%) of any sums recovered by settlement or judgment within ninety (90) days of the date the matter is first set for trial by the Court; or fifty percent (50%) of any sums recovered by settlement or judgment after a notice of appeal is filed by any party. The Client further agrees that the Law**

Firm's fee, the percentage amount referred to hereinabove, shall be determined based upon the "gross amount recovered." The Client understands that the "gross amount recovered" means the total sum recovered either as a result of a verdict, judgment or settlement, and includes any attorneys fees or costs of suit or expenses awarded by the Court, or paid in settlement. After the Firm's fee has been deducted from the gross amount recovered, but before the remainder is distributed to the Client, there shall be deducted from the Client's share of the recovery and paid to the Law Firm the amount of any Costs advanced by the Law Firm or any Costs incurred by the Law Firm which have not, as yet, been paid.

Importantly, if you remain a member of the class you will NOT be charged with separate or additional attorneys' fees or costs of suit other than that percentage of the overall class recovery in the event of a favorable settlement or judgment.

All Defendants have denied Plaintiffs' allegations and have all asserted affirmative defenses to Plaintiffs' allegations and are presently defending this action. In the event a Defendant is successful in defending the claims made against it, said Defendant has the right to seek reimbursement for its fees and costs incurred in the defense of this action from the Plaintiffs. This means that Plaintiffs may be required to pay the costs of defense of this suit. Further, a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

**VI. ADDITIONAL INFORMATION:**

Examination of Pleadings and Papers: This notice is only a summary of the pending lawsuit and is not intended to be all inclusive. References to pleadings and other papers and proceedings are only summaries. For full details concerning the class action and the claims and defenses which have been asserted by the parties, you and/or your counsel may review the pleadings and other papers filed at the office of the District Court Clerk's Office, 3rd Floor, Clark County Courthouse, 200 Lewis Avenue, Las Vegas, Nevada on any business day from 8:00 a.m. to 5:00 p.m.

Interpretation of this Notice of Class Action: Except as indicated in the orders and decisions of the Eighth Judicial District Court, Las Vegas, Nevada, No Court has yet ruled on the merits of any of the pending claims or defenses asserted by the parties in this Class Action. This Notice is not an expression of an opinion by the Court as

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to the merits of any claims or defenses. This Notice is being sent to you solely to inform you of the nature of the litigation, your rights and obligations as a Class Member, the steps required to be excluded from the class, and the Court's certification of the Class. **Please do not call the Court or the Clerk of the Court regarding this matter.**

DATED this 20<sup>th</sup> day of October, 2006.

J. Randall Jones, Esq. (#1927)  
William L. Coulthard, Esq. (#3927)  
HARRISON, KEMP & JONES LLP  
3800 Howard Hughes Pkwy. 17<sup>th</sup> Flr.  
Las Vegas, Nevada 89109  
Class Counsel

-and-

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725 South Sixth Street  
Las Vegas, Nevada 89101  
Class Co-Counsel