



1 falls within the Court’s discretionary range of possible approval and otherwise meets the  
2 requirements for preliminary approval.

3           3.       The proposed Agreement executed by Class Counsel and Class Plaintiffs  
4 Michael Mahany and Raina Musser-Mahany, Wendy Stockett, Christian and Bobbi LeCates,  
5 Michael and Tricia Crowder, Christian and Laurie Jensen, Leon Turner, and the Fulton Park  
6 Unit Owners’ Association (the “Plaintiffs” or “Class Representatives”) and by Defendants  
7 Uponor, Inc., f/k/a Uponor Wirsbo, Inc., f/k/a Wirsbo Company and their related companies,  
8 parent companies, predecessors, successors, subsidiaries, and sibling companies and their  
9 respective officers, directors, employees, and attorneys (collectively the “Uponor Defendants”),  
10 including the Addendum executed by all of the Materially Contributing Entities (“MCEs”), is  
11 preliminarily approved, subject to a Final Fairness Hearing as provided for in this Order to  
12 determine whether the Settlement is fair, adequate, and reasonable.

13           4.       The parties have presented to the Court a plan to provide the potential members  
14 of the Class with notice of the Settlement terms and the options the potential Class Members  
15 have, including among other things, to opt out of the Class, be represented by counsel of their  
16 choosing, to object to the proposed settlement, and to participate as a claimant in the Settlement.  
17 The Notice Plan proposed by Plaintiffs and the Uponor Defendants provides the Class with the  
18 best practicable notice under the circumstances, consistent with Federal Rule of Civil Procedure  
19 23. In addition, the Court finds that the proposed claims procedure is fair and sufficient, and that  
20 the Notice to the Class Members provides sufficient detail to the members of the Class, so that it  
21 is appropriate to proceed with preliminary approval and the Notice Plan.

22           5.       This Court is satisfied that counsel have submitted sufficient information to  
23 support the conclusion that there are no obvious deficiencies in the proposed Agreement and  
24 that potential members of the Class should be notified of the proposed Settlement and a Final  
25 Fairness hearing scheduled.

26           6.       As discussed below, continued or additional litigation involving Wirbso Non-  
27 F1807 YBFs claims against the Uponor Defendants and/or the Materially Contributing Entities

1 will interfere with the Court's jurisdiction to consider, approve, and effectuate the Settlement,  
2 which necessitates temporary injunctive relief in aid of the Court's jurisdiction.

3 **Preliminary Approval of Settlement**

4 7. By separate order and in conjunction with the settlement-approval process, this  
5 Court amended the class definition and provisionally and conditionally certified, subject to final  
6 approval of the Settlement in conjunction with the Final Fairness hearing, as a class action for  
7 settlement purposes only pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure as  
8 follows:

9 All Persons that own (or owned or subsequently purchase/own) homes, residences,  
10 Common Areas, Residential Units, or Non-Residential Properties located in the Las  
Vegas Valley which contain Uponor Yellow Brass Fittings.

11 This Settlement Class includes, without limitation all individuals and entities,  
12 including those in active litigation, the Complaints, and/or arbitration, seeking  
13 arbitration or ordered to arbitration by any state or federal court, as well as their  
14 spouses, joint owners, heirs, executors, administrators, subrogated insurance  
15 companies, insurers, mortgagees, tenants, creditors, lenders, predecessors,  
16 successors, subsequent owners or occupants, trusts and trustees, attorneys, agents,  
and assigns and all Persons who have legal standing and are entitled to assert a  
claim on behalf thereof. The Settlement Class includes, without limitation, all  
Persons who subsequently purchase or otherwise obtain an interest in a property  
covered by this Agreement without the need of any formal assignment by contract  
or court order.

17 8. Parties excluded from the Settlement Classes ("Excluded Persons") are:

18 a. All Persons who, on a timely basis, (i) exercise their rights under Rule 23  
19 of the Federal Rules of Civil Procedure to opt out of the Settlement pursuant to the terms of the  
20 Agreement or who (ii) exercised their rights to opt out of the liability class previously certified  
21 in this action and do not timely revoke their prior opt-out notice;

22 b. All Persons who previously filed an individual lawsuit concerning  
23 Uponor Yellow Brass Fittings in any court of law, provided that claim has been resolved with a  
24 final judgment or settlement, whether or not favorable to the Person;

25 c. The Uponor Defendants, any entity in which the Uponor Defendants have  
26 a controlling interest, any entity which has a controlling interest in the Uponor Defendants, and  
27 the Uponor Defendants' legal representatives, assigns, and successors; and

1           d.       The presiding judge in this action and any member of the judge's  
2 immediate family.

3           9.       The Court finds that this Class definition is appropriate and is not overly broad.  
4 The proposed Settlement provides substantial benefits to the Class Members, including  
5 establishment of a claims process that will pay for damage resulting from leaks or decreased  
6 water flow caused by dezincification in plumbing systems containing Wirsbo Non-F1807 YBFs.

7           10.       Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Class Action  
8 Settlement and Release Agreement between Plaintiffs and all Class Members who have not  
9 properly excluded themselves pursuant to Rule 23 and the Uponor Defendants is preliminarily  
10 approved.

11          11.       In making this determination, the Court finds that there is “probable cause” to  
12 submit the proposal to class members and hold a full-scale hearing as to its fairness.” *In re*  
13 *Traffic Exec. Ass’n-E. R.R.*, 627 F.2d 631, 634 (2d Cir. 1980).

14          12.       The evidence demonstrates that the Settlement, which is recommended by  
15 experienced counsel, falls well within a range warranting notice to absent Class Members.  
16 Following the Effective Date, the Uponor Defendants have agreed, pursuant to the terms set  
17 forth in the Settlement Agreement to pay Class Members for damage caused by leaks or  
18 occlusion of Wirsbo Non-F1807 YBFs, pay for repairs to those systems, and when appropriate  
19 pay to have the systems replaced. The funding to be provided by the Uponor Defendants, with  
20 significant contribution from the Materially Contributing Entities, includes the payment of  
21 claims, pursuant to the terms of the settlement agreement, to be determined by an independent  
22 Claims Administrator, the cost of the Notice Plan, an award of attorney fees and costs up to the  
23 amount provided for in the Agreement, and incentive awards for the Class Representatives if  
24 approved by the Court. After final approval, Class Members may file claims for past property  
25 damage up to 12 months after entry of the Final Order and Judgment in this action and claims  
26 for future property damage up to 12 months after the date of the occurrence of the claiming

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1 event all as set forth in the Settlement Agreement entered into by the parties. *See* Class Action  
2 Settlement Agreement and Release, ¶¶ 108, 110.

3 13. The Settlement provides the Class with an immediate and substantial source of  
4 recovery while eliminating risks to the Class that further litigation would yield little or no  
5 recovery. The Settlement eliminates risks associated with insurance coverage disputes between  
6 the Uponor Defendants and the Materially Contributing Entities and their respective insurers. In  
7 addition, the Settlement allows Class Members to avoid risks and contingencies relating to the  
8 abilities to collect any future judgment against the Uponor Defendants and/or the Materially  
9 Contributing Entities.

10 14. The Settlement followed years of thorough investigation and discovery and is the  
11 product of arm's-length negotiation between experienced, capable counsel, assisted by an  
12 experienced and capable professional mediator. *See* 4 Alba Conte & Herbert Newberg,  
13 Newberg on Class Actions § 11.41 at 90 (4th ed. 2002) ("Newberg") ("There is usually a  
14 presumption of fairness when a proposed class settlement, which was negotiated at arm's length  
15 by counsel for the class, is presented for approval."). In the final-approval context, courts have  
16 given substantial weight to the experience of the attorneys who prosecuted and negotiated the  
17 settlement. *See, e.g., Reed v. Gen. Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983); *Ontiveros*  
18 *v. Zamora*, 303 F.R.D. 356, 371 (E.D. Cal. 2014) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d  
19 1011, 1026 (9th Cir. 1998)); *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 963 (9th Cir.  
20 2009) (collecting cases)). There are no grounds to doubt the fairness of the Settlement, or any  
21 other obvious deficiencies, such as unduly preferential treatment of a class representative or  
22 segments of the class, or excessive compensation for attorneys.

23 15. Lead Class Counsel's recommendation for preliminary approval reflects his  
24 reasonable conclusion that the Class would benefit more from the creation of an immediate  
25 claims process funded by the Uponor Defendants and the Materially Contributing Entities than  
26 from the risky prospect of further litigation and trying to pursue and collect any future  
27 judgments against the Uponor Defendants and/or the Materially Contributing Entities.

1           16.     In the event the Effective Date occurs, Class Members shall be deemed to have  
2 and shall have forever released and discharged their claims against Uponsor and the MCEs in  
3 accordance with the Settlement Agreement. In the event the Effective Date does not occur for  
4 any reason whatsoever: (1) the Agreement shall be deemed null and void and shall have no  
5 effect whatsoever; (2) the Court shall vacate those consolidation and class certification orders  
6 entered for settlement purposes; and (3) the Agreement and the fact that it was entered shall not  
7 be offered, received, or construed as an admission or as evidence for any purpose, including the  
8 ability of any other class to be certified.

9                                   **Appointment of Class Representation and Class Counsel**

10           17.     The Court appoints the following class representatives: Michael Mahany, Raina  
11 Musser-Mahany, Wendy Stockett, Christian LeCates, Bobbi LeCates, Michael Crowder, Tricia  
12 Crowder, Christian Jensen, Laurie Jensen, Leon Turner, and the Fulton Park Unit Owners'  
13 Association, individually and on behalf of all Settlement Class Members.

14           18.     To represent the Class and its members, the Court appoints J. Randall Jones of  
15 Kemp, Jones & Coulthard, LLP; Scott K. Canepa of Canepa, Riedy, Abele & Costello; Troy L.  
16 Isaacson of Maddox, Isaacson & Cisneros, LLP; Charles D. Hopper of Lynch, Hopper, Salzano  
17 & Smith LLP; and James D. Carraway of Carraway & Associates, LLC.

18                                   **Establishment of Claims Process**

19           19.     The Settlement Agreement contemplates the establishment of a Claims Process.  
20 The Uponsor Defendants will fund the Claims Process, including the payment of claims to be  
21 determined by an independent Claims Administrator, the cost of the Claims Process, the cost of  
22 the Notice Plan, and an award of attorney fees and costs up to the amount provided for in the  
23 Agreement, as ordered by the Court. The Materially Contributing Entities have agreed to  
24 contribute funds to Uponsor to be used for the Claims Process.

25           20.     The Settling Parties will prepare a claims procedure that sets forth with  
26 specificity the process for assessing and determining the validity and value of claims and a  
27 payment methodology to qualifying Settlement Class Members.



1 18 F.3d 1453–55; *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 317-18 (1950);  
2 *see also Mirfasihi v. Fleet Mortg. Corp.*, 356 F.3d 781, 786 (7th Cir. 2004); *Kaufman v. Am.*  
3 *Express Travel Related Servs. Co. Inc.*, 264 F.R.D. 438, 445-46 (N.D. Ill. 2009); *In re Vivendi*  
4 *Universal, S.A. Sec. Litig.*, 242 F.R.D. 76, 107 (S.D. N.Y. 2007).

5 27. The Notice Plan’s multi-faceted approach to providing notice to Class Members  
6 whose identity is not known to the Settling Parties constitutes “the best notice that is practicable  
7 under the circumstances” consistent with Rule 23(c)(2)(B). *See, e.g., In re Holocaust Victims*  
8 *Assets Litig.*, 105 F. Supp. 2d 139, 144 (E.D. N.Y. 2000) (approving plan involving direct-mail,  
9 published notice, press releases and earned media, Internet and other means of notice).

#### 10 **Opt-Out Procedure**

11 28. Notice to Class Members must clearly and concisely state the nature of the  
12 lawsuit and its claims and defenses, the Class certified, the Class Member’s right to appear  
13 through an attorney or opt out of the Class, the time and manner for opting out, and the binding  
14 effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B).

15 29. Compliance with Rule 23’s notice requirements also complies with Due Process  
16 requirements. “The combination of reasonable notice, the opportunity to be heard, and the  
17 opportunity to withdraw from the class satisfy due process requirements of the Fifth  
18 Amendment.” *In re Prudential Sales Practice Litig. Agent Actions*, 148 F.3d 283, 306 (3rd Cir.  
19 1998).

20 30. The proposed notice and explanation of the process to opt out meet due-process  
21 requirements. The proposed notice explains the action, who is included in the case, and the right  
22 to opt out or appear through an attorney. The notice also describes the time and manner for  
23 opting out.

24 31. Prospective Class Members can readily determine whether they are likely to be  
25 Class Members, since membership depends largely on presently or previously owning a  
26 property that has or had a Wirsbo Non-F1807 plumbing system. The stamps placed on the brass  
27 insert fittings and clamps for the pipe make inclusion in the Class readily ascertainable.

1           32.       The Notice Plan will advise Class Members of the option to opt out of the  
2 settlement and pursue their claims individually. A Class Member that seeks to be excluded from  
3 the settlement must send a letter or opt-out form requesting to be excluded. The letter or opt-out  
4 form must include the Class Member's name, address, telephone number, signature, and the  
5 address of the structure that contains the Wirsbo Non-F1807 YBFs system. The completed letter  
6 or opt out form shall bear the signature(s) of the potential Class member having a legal interest  
7 in the property being opted out (even if represented by counsel).

8           33.       A Class Member's letter or opt-out form requesting exclusion must be mailed to  
9 and received by the Claims Administrator by August 19, 2015. Letters must be mailed to the  
10 following address:

Wirso Non-F1807 YBFs Settlement Exclusions  
c/o Nevada Uponor Exclusions,  
P.O. Box 1614  
Faribault, MN 55021-1614

13 The actual address used for these mailings will be established by the Claims Administrator and  
14 shall be provided in the notice communications and on the settlement web site.

15           34.       The Court approves the notice of the right to opt out of the case because the  
16 notice explains the process and right to opt out of the Settlement.

17           35.       Except for those potential members of the Class who have filed a timely and  
18 proper opt-out, all others will be deemed Class Members for all purposes under the Agreement.

19           36.       All members of the Classes shall be bound by the Agreement and by all  
20 subsequent proceedings, orders, and judgments in this litigation. Any Settlement Class Member  
21 who elects to opt out of the Agreement shall not be entitled to relief under or be affected by the  
22 Agreement or any related orders and judgments.

23           37.       Potential Class Members who have elected to opt out may withdraw their opt-out  
24 prior to the Effective Date, but only if they accept the benefits and terms of the Agreement and  
25 dismiss with prejudice any other pending action against the Uponor Defendants arising from  
26 damage to their affected buildings, homes, residences, or any other structures as caused by any  
27 alleged defects in the Wirsbo Non-F1807 systems installed in those properties.

1           38.       Class Counsel may contact persons who file an opt-out form or letter to  
2 challenge the timeliness and validity of any opt-out request, as well as the right to effect the  
3 withdrawal of any opt-out filed in error and any exclusion which that Class member wishes to  
4 withdraw for purposes of participating in the Settlement as set forth in the Agreement. The  
5 Court shall determine whether any of the contested opt-outs are valid.

6           39.       The Notice Plan will advise Class Members of the option to exclude themselves  
7 from the settlement and pursue their claims individually. Notice periods for opting out are  
8 “almost wholly an exercise in the Court’s discretion.” *In re Potash Antit. Litig.*, 161 F.R.D. 411,  
9 413, n.4 (D. Minn. 1995). The opt-out period provided for in connection with the Settlement is  
10 reasonable.. Federal courts have regularly approved opt-out periods in which the deadline to opt  
11 out was 60 days or fewer.<sup>1</sup>

12           40.       Notice to Class Members must clearly and concisely state the nature of the  
13 lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear  
14 through an attorney or opt out of the Class, the time and manner for opting out, and the binding  
15 effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B).

16           41.       Compliance with Rule 23’s notice requirements also complies with Due Process  
17 requirements. “The combination of reasonable notice, the opportunity to be heard, and the  
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20 <sup>1</sup> *Id.*; see also *In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.*, 716 F.3d 1057  
21 (8th Cir. 2013) (affirming district court’s approval of nationwide class settlement with 60-day  
22 opt-out deadline in another Uponor plumbing case); *Fidel v. Farley*, 534 F.3d 508, 513-15 (6th  
23 Cir. 2008) (affirming 46-day opt-out period and recognizing that publication notice and notice  
24 provided to brokerage houses on behalf of stockholders satisfies due process); *DeJulius v. New*  
25 *England Health Care Emp. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (affirming 32-  
26 day opt-out period and noting that “[f]or due process purposes, rather than looking at actual  
27 notice rates, our precedent focuses upon whether the district court gave ‘the best notice  
practicable under the circumstance’”); *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1374-75  
(9th Cir. 1993) (affirming 31-day opt-out period pursuant to dual notice plan, even though one-  
third of the class members received untimely notice); *In re OCA, Inc. Sec. & Deriv. Litig.*, Civ.  
A. No. 06-2165, 2008 WL 4681369, at \*16 (E.D. La. Oct. 17, 2008) (approving 39-day opt-out  
period and noting that courts have typically found notice sent to brokerage houses adequate,  
even where the notice was not then sent to class members in a timely manner).

1 opportunity to withdraw from the class satisfy due process requirements of the Fifth  
2 Amendment.” *Prudential*, 148 F.3d at 306.

3 42. The proposed Notice Plan in the present case meets those requirements. The  
4 notices explain the action, the Class, and the right to opt out or appear through an attorney. They  
5 also describe the time and manner for opting out.

6 43. Prospective Class Members can readily determine whether they are likely to be  
7 Class Members, since membership depends largely on presently or previously owning a  
8 structure that has a plumbing system with Wirsbo Non-F1807 YBFs.

9 **Objections to Settlement**

10 44. A member of the Class may object to the Settlement Agreement by filing a  
11 written objection. Any Class Members who timely elect to opt-out of the Settlement Class will  
12 be barred from objecting to the settlement. To exercise this right to object, a Class Member  
13 must provide a written notice of objection by letter. The letter must state that the Class Member  
14 objects to the settlement in In re: Wirsbo Non-F1807 YBFs. The letter must also state the  
15 objecting Class Member’s name, address, telephone number, signature of the Class Member,  
16 and the Class Member’s reasons for objecting to the settlement. The objection must bear the  
17 signature of the Class Member having a legal interest in the property being opted out (even if  
18 represented by counsel).

19 45. To be considered, each objection letter must state the exact nature of the  
20 objection, the facts underlying the objection, and whether or not the objector intends to appear  
21 at the Final Fairness Hearing. The objector must also provide a copy of any documents which  
22 the objector intends to use at the Final Fairness Hearing. If the objector is represented by  
23 counsel, the objection shall also be signed by the attorney who represents the objector. Co-Lead  
24 Class Counsel, Counsel for the Uponor Defendants, and the Clerk of Court must be served with  
25 copies of the objections no later than August 19, 2015.

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1 and serving written objections in accordance with the provisions of this Order and the  
2 Agreement.

3 **Stay on Proceedings and Preliminary Injunction**

4 50. The Settlement appropriately seeks entry of a temporary injunction prohibiting  
5 Class Members from participating in any other proceeding in any jurisdiction based on or  
6 relating to the *In re Wirsbo Non-F1807 YBFs* during the notice and opt-out period between  
7 preliminary approval and the Final Fairness Hearing. This type of injunctive relief is commonly  
8 granted in preliminary approvals of class-action settlements pursuant to the All Writs Act and  
9 the Anti-Injunction Act.

10 51. The All Writs Act authorizes the Court to “issue all writs necessary or  
11 appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of  
12 law.” 28 U.S.C. § 1651(a) (2006). The Act empowers a federal court to “enjoin almost any  
13 conduct ‘which, left unchecked, would have . . . the practical effect of diminishing the court’s  
14 power to bring the litigation to a natural conclusion.’” *Klay v. United Healthgroup, Inc.*, 376  
15 F.3d 1092, 1102 (11th Cir. 2004) (quoting *ITT Cmty. Dev. Corp. v. Barton*, 569 F.2d 1351,  
16 1359 (5th Cir. 1978)).

17 52. Although the Anti-Injunction Act limits a federal court’s powers under the All  
18 Writs Act, it expressly authorizes a federal court to enjoin parallel state court proceedings  
19 “where necessary in aid of its jurisdiction, or to protect or effectuate its judgments.” 28 U.S.C. §  
20 2283 (2006). “[T]he parallel ‘necessary in aid of jurisdiction’ language is construed similarly”  
21 in both the All Writs Act and the Anti-Injunction Act. *Newby v. Enron Corp.*, 302 F.3d 295, 301  
22 (5th Cir. 2002); *see also In re Baldwin-United Corp.*, 770 F.2d 328, 335 (2d Cir. 1985).

23 53. It is undisputed that if the Settlement is finally approved, all of the cases and  
24 claims that would be subject to the injunction would become moot.

25 54. Accordingly, the Court hereby orders that any actions or proceedings pending in  
26 any court in the United States involving claims against the Uponor Defendants and/or the  
27 Materially Contributing Parties related to the dezincification of Wirsbo Non-F1807 YBFs,

1 except any matters necessary to implement, advance, or further approval of the Agreement or  
2 settlement process, are stayed pending the Final Fairness Hearing and the issuance of a Final  
3 Order and Judgment.

4 55. In addition, all members of the Class are hereby enjoined from filing,  
5 commencing, prosecuting, maintaining, intervening in, participating in (as Class Members or  
6 otherwise), or receiving any benefits from any other lawsuit, arbitration, or administrative,  
7 regulatory, or other proceeding or order in any jurisdiction based on or relating to the Wirsbo  
8 Non-F1807 YBFs, the claims and causes of action, or the facts and circumstances relating  
9 thereto, in this proceeding, or the Agreement. In addition, all members of the Class are hereby  
10 preliminarily enjoined from filing, commencing, prosecuting or maintaining any other lawsuit  
11 as a class action (including by seeking to amend a pending complaint to include class  
12 allegations, or by seeking class certification in a pending action in any jurisdiction) on behalf of  
13 members of the Class, if such other class action is based on or relates to the Wirsbo Non-F1807  
14 YBFs, the claims and causes of action, or the facts and circumstances relating thereto, in this  
15 proceeding, and/or the Agreement. The Court finds that issuance of this preliminary injunction  
16 is necessary and appropriate in aid of the Court's jurisdiction over this action. The Court finds  
17 no bond is necessary for issuance of this injunction.

18 56. Federal courts' broad authority under the All Writs Act encompasses the power  
19 to enjoin both subsequent and parallel arbitration proceedings. *In re Y & A Grp. Sec. Litig.*, 38  
20 F.3d 380, 382 (8th Cir. 1994) ("No matter what, courts have the power to defend their  
21 judgments as res judicata, including the power to enjoin or stay subsequent arbitrations."); *Bank*  
22 *of Am. v. UMB. Fin. Servs., Inc.*, 618 F.3d 906, 914-15 (8th Cir. 2010) (noting that "the district  
23 court has the inherent ability to protect its own jurisdiction over the dispute pending before it,"  
24 and affirming the district court's sua sponte injunction of parallel arbitration proceedings); *In re*  
25 *PaineWebber Ltd. P'ships Litig.*, No. 94 CIV. 8547 SHS, 1996 WL 374162, at \*4 (S.D. N.Y.  
26 July 1, 1996) ("[I]t would be incongruous if the Court had the authority to stay pending  
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1 litigation, but not to enjoin arbitration, ‘in aid of its jurisdiction’ even before judgment is  
2 entered.”).

3 57. In cases such as this, where parties to complex litigation have reached a  
4 settlement agreement after lengthy, protracted, and difficult negotiations—parallel proceedings  
5 can “‘seriously impair the federal court’s flexibility and authority’ to approve settlements in the  
6 multi-district litigation” and threaten to “destroy the utility of the multidistrict forum otherwise  
7 ideally suited to resolving such broad claims.” *In re Baldwin-United*, 770 F.2d at 337; *see also*,  
8 *In re Diet Drugs Prods. Liab. Litig.*, 282 F.3d 220, 236 (3d Cir. 2002) (finding threats to court’s  
9 jurisdiction “particularly significant where there are conditional class certifications and  
10 impending settlements in federal actions”).

11 58. An extensive body of federal case law recognizes that complex litigation like this  
12 one implicates special considerations under the All Writs Act.<sup>2</sup> “In complex cases . . . the

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13 <sup>2</sup> *See In re Baldwin-United Corp.*, 770 F.2d at 337 (stating that complex class action pending  
14 before the federal district court “was the virtual equivalent of a res over which the district judge  
15 required full control”); *In re Asbestos Sch. Litig.*, No. 83-0268, 1991 WL 61156, at \*3 (E.D. Pa.  
16 Apr. 16, 1991) (staying state court proceedings is proper under federal law” “where a federal  
17 court is on the verge of settlement of a complex matter, and state court proceedings undermine  
18 its ability to achieve that objective” (internal citations omitted)), *aff’d mem.*, 950 F.2d 723 (3d  
19 Cir. 1991); *In re The Prudential Ins. Co. of Am. Sales Practices Litig.*, 314 F.3d 99,104 (3d Cir.  
20 2002) (“[D]istrict courts overseeing complex federal litigation are especially susceptible to  
21 disruption by related actions in state courts.”); *Carlough v. Amchem Prods., Inc.*, 10 F.3d 189,  
22 202-03 (3d Cir. 1993) (approving of *In re Baldwin-United* and *In re Asbestos Sch. Litig.*, and  
23 noting that complex class actions may be appropriate instances in which to enjoin parallel  
24 proceedings); *Newby*, 302 F.3d at 301 (“[T]he district court had authority to compel lawyers  
25 properly before it from engaging in vexatious and needlessly harassing maneuvers that  
26 challenged judicial efforts to . . . preserv[e] fair processes in the complex suit in federal  
27 courts.”); *Three J Farms, Inc. v. Plaintiffs’ Steering Comm. (In re Corrugated Container Antit.  
Litig.)*, 659 F.2d 1332, 1334-35 (5th Cir. Unit A Oct. 1981) (affirming injunction in a  
“‘complicated antitrust action [that] has required a great deal of the district court’s time and has  
necessitated that it maintain a flexible approach in resolving the various claims of the many  
parties”); *Winkler v. Eli Lilly & Co.*, 101 F.3d 1196, 1202 (7th Cir. 1997) (approving of  
appellate decisions in which “courts have extended the exception to consolidated multidistrict  
litigation, where a parallel state court action threatens to frustrate proceedings and disrupt the  
orderly resolution of the federal litigation”); *Liles v. Del Campo*, 350 F.3d 742, 746-47 (8th Cir.  
2003) (affirming district court’s injunction in class action so as to ensure enforceability of the  
preliminary settlement approval and to prevent further depletion of settlement fund); *Negrete v.  
Allianz Life Ins. Co. of NA.*, 523 F.3d 1091, 1102 (9th Cir. 2008) (commenting that “the

1 challenges facing the overseeing court are such that it is likely that almost any parallel litigation  
2 in other fora presents a genuine threat to the jurisdiction of the federal court.” *In re Diet Drugs*,  
3 282 F.3d at 236.

4 59. The All Writs Act empowers district courts to “issue all writs necessary or  
5 appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of  
6 law.” 28 U.S.C. § 1651; *see also Wolf Designs, Inc. v. Donald McEvoy Ltd., Inc.*, 341 F. Supp.  
7 2d 639, 642 (N.D. Tex. 2004) (“The power to stay proceedings is incidental to the power  
8 inherent in every court to control the disposition of the causes on its docket with economy of  
9 time and effort for itself, for counsel, and for litigants.”).

10 60. “Whether viewed as an affirmative grant of power to the courts or an exception  
11 to the Anti-Injunction Act, the All-Writs Act permits courts to certify a national class action and  
12 to stay pending federal and state cases brought on behalf of class members.” *In re Joint E. & S*,  
13 *Dist. Asbestos Litig.*, 134 F.R.D. 32, 37 (E.D.N.Y. 1990). “The power conferred by the Act  
14 extends, under appropriate circumstances, to persons who, though not parties to the original  
15 action or engaged in wrongdoing, are in a position to frustrate the implementation of a court  
16 order or the proper administration of justice.” *United States v. New York Tel. Co.*, 434 U.S. 159,  
17 174 (1977) (upholding order for telephone company to assist with pen register).

18 61. “[D]istrict courts overseeing complex federal litigation are especially susceptible  
19 to disruption by related actions in state fora.” *In re Prudential Ins. Co. of Am. Sales Practices*  
20 *Litig.*, 314 F.3d 99, 104 (3d Cir. 2002). Concerns of Defendants in large class actions about  
21 remaining exposed to “countless suits in state court despite settlement of the federal claims” are  
22 a consequence “that would seriously undermine the possibility for settling any large, multi-  
23 district class action.” *Id.* at 104-05 (quotations omitted). Accordingly, the All-Writs Act  
24 authorizes this Court to certify the class and enjoin other litigation.

25 existence of advanced federal in personam litigation [that] may, in some instances, permit an  
26 injunction in aid of jurisdiction . . . is a fairly common theme”); *Battle v. Liberty Nat’l Life Ins.*  
27 *Co.*, 877 F.2d 877, 882 (11th Cir. 1989) (“[I]t makes sense to consider this ease, involving years  
of litigation and mountains of paperwork, as similar to a res to be administered.”).

1           62.       This is a decidedly complex class action involving lengthy negotiations and a  
2 proposed settlement reached after years of motion practice and discovery and many months of  
3 formal and informal arm's-length negotiations.

4           63.       The requested injunctive relief will impact only a few existing lawsuits, all of  
5 which are in their infancy. None of the plaintiffs in these cases would be unduly prejudiced by a  
6 temporary injunction pending the Final Fairness Hearing. It is undisputed that if the Settlement  
7 is finally approved, all of the cases and claims subject to the injunction would become moot.

8           64.       Accordingly, the Court hereby orders that any actions or proceedings pending in  
9 any court in the United States involving claims against the Uponor Defendants and/or the  
10 Materially Contributing Parties related to the dezincification of Wirsbo Non-F1807 YBFs  
11 installed in class structures located in the Las Vegas Valley, except any matters necessary to  
12 implement, advance, or further approval of the Agreement or settlement process, are stayed  
13 pending the Final Fairness Hearing and the issuance of a Final Order and Judgment.

14           65.       In addition, all members of the Classes are hereby enjoined from filing,  
15 commencing, prosecuting, maintaining, intervening in, participating in (as Class Members or  
16 otherwise), or receiving any benefits from any other lawsuit, arbitration, or administrative,  
17 regulatory, or other proceeding or order in any jurisdiction based on or relating to the Wirsbo  
18 Non-F1807 YBFs, the claims and causes of action, or the facts and circumstances relating  
19 thereto, in this proceeding, or the Agreement. In addition, all Class Members are hereby  
20 preliminarily enjoined from filing, commencing, prosecuting or maintaining any other lawsuit  
21 as a class action (including by seeking to amend a pending complaint to include class  
22 allegations, or by seeking class certification in a pending action in any jurisdiction) on behalf of  
23 members of the Class, if such other class action is based on or relates to the Wirsbo Non-F1807  
24 YBFs, the claims and causes of action, or the facts and circumstances relating thereto, in this  
25 proceeding, and/or the Agreement. The Court finds that issuance of this preliminary injunction  
26 is necessary and appropriate in aid of the Court's jurisdiction over this action. The Court finds  
27 no bond is necessary for issuance of this injunction.

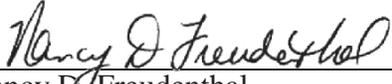
**Final Fairness Hearing**

1  
2 66. Pursuant to Federal Rule of Civil Procedure 23, the Court has scheduled the  
3 Final Fairness Hearing to take place on September 10, 2015, at 9:00 a.m. PST in Courtroom 4B,  
4 at the Lloyd D. George Federal Courthouse, 333 S. Las Vegas Boulevard, Las Vegas, Nevada,  
5 89101, to determine whether the proposed Settlement is fair, reasonable, and adequate, to  
6 consider any objections by members of the Class, and to consider an award of reasonable  
7 attorneys' fees and expenses and an award to the Class Representatives.

8 67. By August 28, 2015, the parties shall file a motion requesting that the Court  
9 grant final approval of the Settlement embodied in the Agreement and that the Court enter a  
10 Final Order and Judgment consistent with the terms of the Agreement, in the form required by  
11 the Agreement and as submitted by the parties. At that time, Class Counsel may also file a  
12 petition for an award of attorney's fees and reimbursement of expenses.

13 68. Before the Final Fairness Hearing, Class Plaintiffs and the Uponor Defendants  
14 may file memoranda of law responding to any objections of the members of the Class filed with  
15 the Court.

16 **IT IS SO ORDERED THIS 15TH DAY OF JUNE, 2015.**

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Nancy D. Freudenthal  
United States District Judge