

# Canadian Polybutylene Claims Facility

[www.PBSettlement.ca](http://www.PBSettlement.ca)

## Settlement Agreement for Canadian Class Actions Between Class Counsel and the DuPont Company

[Home](#)

[Notice](#)

[Claim Form](#)

[DuPont USA Settlement Agreement and Amendments](#)

[Claims Facility Privacy Policy](#)

[Frequently Asked Questions](#)

[Contact](#)

Toll Free Helpline:

 1-866-599-4599

- The class members are those persons and entities included in the definition of the DuPont settlement class (to be amended as agreed by the parties to this Agreement in accordance with Exhibit A), in the Statements of Claim filed in *Garipey v. Shell Oil*, No. 3781/99, Ontario Superior Court of Justice; *Furlan v. Shell Oil*, No. C967236, Supreme Court of British Columbia; and *Couture v. Shell Oil*, No. 200 06-000001-985, Quebec Superior Court of Justice, District of Quebec (the “Canadian class actions”).
- Subject to court approval, DuPont agrees to pay to any class member (1) 25% of the reasonable cost of a replumb of each class member’s property unit with a polybutylene plumbing system with acetal insert fittings, provided such replumb has been completed, within 15 years of the installation of the unit’s polybutylene plumbing system; (2) 25% of the actual cost of repair of physical damage to tangible property proximately caused by a leak in the polybutylene plumbing system with acetal insert fittings occurring within 15 years of its installation (to the extent not reimbursed by insurance), provided a replumb of the property unit has been completed; and (3) \$200 (Canadian Dollars "CND") of the cost of repair of each class member’s property unit with a polybutylene heating system with acetal insert fittings, provided all acetal fittings in such system are replaced, within 15 years of the installation of the unit’s polybutylene heating system.

For a period of one year from the date of the notice of final court approval of the settlement under this Agreement, DuPont agrees to fulfill its payment and settlement obligations to class members, even if class members’ polybutylene plumbing and heating systems were installed more than 15 years before the settlement as follows: (a) for replumbs of polybutylene plumbing systems with acetal insert fittings (under subpart 1 above), so long as a replumb is completed by the end of the one-year period, but without regard to the requirement that the replumb be completed within 15 years of the installation of the unit’s polybutylene plumbing system; (b) for property damage of polybutylene plumbing systems with acetal insert fittings (under subpart 2 above), so long as a leak has occurred and a replumb has been completed by the end of the one-year period, but without regard to the requirement that the leak be within 15 years of the installation of the unit’s polybutylene plumbing system; and (c) for repair and replacement of acetal fittings in heating systems (under subpart 3 above), so long as the replacement is completed by the end of the one-year period, but without regard to the requirement that the replacement be completed within 15 years of the installation of the unit’s polybutylene heating system.

DuPont will also pay the expenses in maintaining a facility for receiving and handling claims under this Agreement.
- The final court orders approving the settlement will provide that (1) the respective courts have jurisdiction in *Garipey*, *Furlan* and *Couture*; (2) class members will waive subrogation against DuPont for future losses to the extent allowed by applicable insurance policies; (3) cross-claims, third-party claims and all claims for contribution and indemnity will be barred against DuPont; and (4) class members will be deemed to have released all claims against DuPont arising from their polybutylene plumbing and heating systems and to have assigned to DuPont all claims against any entity that manufactured component parts (pipe, fittings, stops, valves or other such items) of the polybutylene plumbing and heating systems in their property units (but, class members specifically do not assign any of their rights against Shell or Celanese).
- A class member receiving payment from DuPont under paragraph 2 must execute a release (1) protecting DuPont from all claims by the class member and all cross-claims, third-party claims and claims for contribution and indemnity and (2) assigning to DuPont all claims, counterclaims, liabilities, rights, actions or causes of action, which they may have against any entity that manufactured any component parts (pipe, fittings, stops, valves or other such items) of the polybutylene plumbing and heating systems in their property unit, arising from or in any way relating to the polybutylene plumbing and heating systems in their property unit (but, a class member specifically does not assign any of their rights against Shell or Celanese).
- DuPont agrees to pay solicitors' costs (including fees, disbursements and applicable taxes) of \$4,500,000 (CND), subject to court approval.
- Subject to court approval, DuPont agrees to pay the cost of the notice campaign for this settlement to the class, provided that such cost does not exceed \$500,000 (CND); also provided, however, that if the notice of this settlement is combined with notice of any

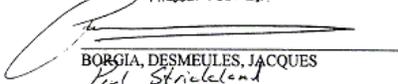
other settlements in the Canadian class actions, the DuPont payment for notice will not exceed its proportionate share of the total payment for notice based on DuPont's 25% payment share in this Agreement combined with the payment percentage shares agreed to be paid in any other settlements in the Canadian class actions.

7. DuPont will fund this settlement with the payments provided in paragraph 2 up to a total of \$30,000,000 (CND), with such funding to be provided monthly as required to fund payments to class members and facility costs, subject to court approval. DuPont will fund the payments provided in paragraphs 5 and 6 as determined by the court to fund notice costs and solicitors' costs. Provided, however, that the DuPont total funding commitment will not exceed 25% of the total funding commitment of Shell, HCC and DuPont for payment of replumbs of, and repairs of physical damage to tangible property proximately caused by a leak in, polybutylene plumbing systems with acetal insert fittings, under this and any other settlements in the Canadian actions. When DuPont has paid a total of \$30,000,000 (CND) for payments provided in paragraph 2 under this Agreement, DuPont may discontinue additional funding, and in such event class members who have not been paid will retain all rights against DuPont, including, but not limited to, any tolling of applicable statutes of limitation. Otherwise, DuPont may provide at its sole discretion additional funding under the terms of this Agreement.
8. Subject to court approval, in the event a claims resolution facility is established by settlement with other defendants, DuPont will have the option to join or to make its payments through such facility. If DuPont elects to join or make payments through such facility, DuPont (1) will pay to the facility 25% of the cost of replumbs and repairs of physical damage to tangible property proximately caused by a leak of any class member's polybutylene plumbing system with acetal insert fittings and \$200 (CND) of the cost of repair of any class member's polybutylene heating system with acetal insert fittings, in accordance with the provisions in paragraph 2 of this Agreement above (including, without limitation, the 15-year requirements and the one-year window provision); (2) will pay its proportional share of the funding of the facility during any year in which there are plumbing claims for which DuPont is obligated to pay, based on the percentage of its total of the claims payments on plumbing systems made in each such year, except provided DuPont will pay no more than 25% of the funding of the facility in each such year; (3) will receive the benefit of all releases and other protections under such settlement; and (4) will be relieved of its payment obligations directly to any class member under paragraph 2 above.
9. Disputes arising from this Agreement are to be settled by binding arbitration.
10. This settlement and its terms are confidential, except as to other parties. No party will make any public announcement of the settlement until the court hearing on approval of notice to the class.
11. The parties agree to prepare and file motions for approval of the notice campaign based on this Agreement as soon as practicable. The parties agree to prepare and file motions for final approval and certification based on this Agreement in accordance with the schedule of the Court, but as promptly as practicable. The parties agree to request a provision in the final approval and certification orders enjoining class members from initiating actions in other courts and barring parties to the Canadian actions from asserting any claims against DuPont. The parties agree to make best efforts to obtain final court approval and certification of this settlement in accordance with the applicable Rules.
12. The parties agree to enter into operating guidelines to implement the settlement in this Agreement.
13. This Agreement is governed by the laws of the Province of Ontario, without regard to conflicts of law principles.
14. In the event this settlement fails or ceases to be effective for any reason, this Agreement is void and without prejudice to DuPont in any respect, except for any funding already provided before such failure.
15. This Agreement is a compromise of disputed claims and may not be construed or deemed to be any admission of liability or wrongdoing of any kind by any party hereto, such liability being expressly denied.
16. The parties acknowledge this instrument is the entire agreement among the parties and that any other prior or contemporaneous oral or written agreements respecting its subject matter are merged with or into this Agreement and shall have no force or effect whatever. The parties cannot alter or modify this Agreement except by an instrument in writing executed by all parties.

Dated: Jan 30, 2002

  
SISKIND, CRUMMAY, IVEY & DOWLER  
Attorneys at Law

  
POYNER BAXTER POYNER  
Michael Neerlast

  
BORGIA, DESMEULES, JACQUES  
Paul Strickland

  
T.L. Duggan 2/13/02  
E.I. DUPONT DE NEMOURS AND COMPANY

**Exhibit A**  
**DuPont Settlement Class Definition**

The DuPont Settlement Class will be defined as consisting of the following:

All persons and entities who own or who previously owned or will own any improvements to real property or structures in Canada in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings and/or a polybutylene heating system with acetal insert fittings.

Excluded from the DuPont Settlement Class are:

- a. All persons who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems and/or polybutylene heating systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons that have only yard lines made of polybutylene and/or that have polybutylene plumbing or heating systems with only metal fittings.
- c. All persons who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system or polybutylene heating system.
- d. All persons who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems or polybutylene heating systems,
- e. All persons who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group.
- f. All persons who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs.
- g. All governmental entities, municipalities, industrial systems, and persons having yard line systems only; and
- h. Any and all claims for personal injury and wrongful death.

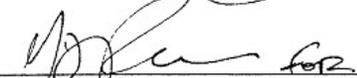
The DuPont Settlement Class will consist of the following subclasses:

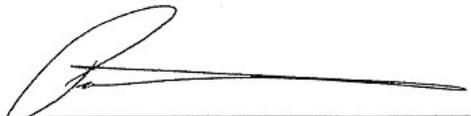
- a. All persons with a right to recover as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings; and
- b. All persons with a right to recover as a result of ownership of a unit with a polybutylene heating system with acetal insert fittings.

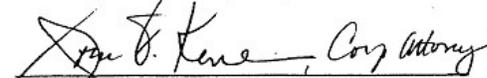
1. This First Amendment Agreement ("First Amendment") is an amendment to the February 13, 2002 Settlement Agreement for Canadian Class Actions (the "Settlement Agreement") between class counsel in the Canadian class actions (defined in the Settlement Agreement) and E.I. DuPont de Nemours and Company ("DuPont").
2. By this First Amendment, the parties agree to replace the definition of the DuPont settlement class in Exhibit A of the Settlement Agreement with the class definitions in paragraphs 3, 4, and 5 below.
3. The parties agree that Exhibit A (attached) is the definition of the DuPont settlement class in the *Gariepy v. Shell Oil*, No. 3781/99, Ontario Superior Court of Justice, action.
4. The parties agree that Exhibit B (attached) is the definition of the DuPont settlement class in the *Furlan v. Shell Oil*, No. C967236, Supreme Court of British Columbia, action.
5. The parties agree that Exhibit C (attached) is the definition of the DuPont settlement class in the *Couture v. Shell Oil*, No. 200 06-000001-985, Quebec Superior Court of Justice, District of Quebec, action.

Dated: Mar 15, 2002

  
SISKIND, CROMARTY, WEY & DOWLER

  
POYNER BAXTER POYNER

  
BORGIA, DESMEULES, JACQUES

  
E.I. DUPONT DE NEMOURS AND COMPANY

**Exhibit A**  
**DUPONT SETTLEMENT CLASS DEFINITION IN GARIEPY**

The DuPont Settlement Class in *Gariepy v. Shell Oil*, No. 3781/99, Ontario Superior Court of Justice, will be defined as consisting of the following:

All persons and entities (1) who own or who previously owned or will own any improvements to real property or structures in Ontario and any of the Canadian provinces or territories other than British Columbia or Quebec, in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings, and/or (2) who own or who previously owned or will own any improvements to real property or structures in Ontario and any of the Canadian provinces or territories other than British Columbia, in which there is or was during the time of such ownership, a polybutylene heating system with acetal insert fittings.

Excluded from the DuPont Settlement Class in *Gariepy* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems and/or polybutylene heating systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing or heating systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit

against DuPont in connection with a polybutylene plumbing system or polybutylene heating system;

- d. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems or polybutylene heating systems;
- e. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;
- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Gariepy* will consist of the following subclasses:

- a. All persons and entities resident in Ontario, or with a right to recover in Ontario, as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in Ontario;
- b. All persons and entities resident in provinces or territories other than Ontario, Quebec or British Columbia, or with a right to recover in provinces or territories other than Ontario, Quebec, or British Columbia, as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in provinces or territories other than Ontario, Quebec or British Columbia; and
- c. All persons and entities resident in provinces or territories other than British Columbia, or with a right to recover in provinces or territories other than British Columbia, as a result of ownership of a unit with a polybutylene heating system with acetal insert fittings in provinces or territories other than British Columbia.

#### **Exhibit B**

#### **DUPONT SETTLEMENT CLASS DEFINITION IN FURLAN**

The DuPont Settlement Class in *Furlan v. Shell Oil*, No. C967236, Supreme Court of British Columbia, will be defined as consisting of the following:

All persons and entities who own or who previously owned or will own any improvements to real property or structures in British Columbia in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings and/or a polybutylene heating system with acetal insert fittings.

Excluded from the DuPont Settlement Class in *Furlan* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems and/or polybutylene heating systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing or heating systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system or polybutylene heating system;
- d. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems or polybutylene heating systems;
- e. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;
- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Furlan* will consist of the following subclasses:

- a. All persons and entities resident in British Columbia, or with a right to recover in British Columbia as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in British Columbia; and
- b. All persons and entities resident in British Columbia, or with a right to recover in British Columbia as a result of ownership of a unit with a polybutylene heating system with acetal insert fittings in British Columbia.

### Exhibit C

#### DUPONT SETTLEMENT CLASS DEFINITION IN *COUTURE*

The DuPont Settlement Class in *Couture v. Shell Oil*, No. 200 06-000001-985, Quebec Superior Court of Justice, District of Quebec, will be defined as consisting of the following:

All persons and entities who own or who previously owned or will own any improvements to real property or structures in Quebec in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings.

Excluded from the DuPont Settlement Class in *Couture* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system;
- e. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems;
- f. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;
- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Couture* will consist of the following:

All persons and entities resident in Quebec, or with a right to recover in Quebec as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in Quebec.

1885665

#### SECOND AMENDMENT TO THE FEBRUARY 13, 2002 SETTLEMENT AGREEMENT FOR CANADIAN CLASS ACTIONS BETWEEN CLASS COUNSEL AND THE DUPONT COMPANY

-

1. This Second Amendment Agreement (“Second Amendment”) is an amendment to the February 13, 2002 Settlement Agreement for Canadian Class Actions (the “Settlement Agreement”) between class counsel in the Canadian class actions (defined in the Settlement Agreement) and E.I. DuPont de Nemours and Company (“DuPont USA”).
2. By this Second Amendment, the parties agree to replace the definition of the DuPont USA settlement class in Exhibit A of the Settlement Agreement with the class definitions in paragraphs 3, 4, and 5 below.

3. The parties agree that Exhibit A (attached) is the definition of the DuPont USA settlement class in the *Gariepy v. Shell Oil*, No. 3781/99, Ontario Superior Court of Justice, action.
4. The parties agree that Exhibit B (attached) is the definition of the DuPont USA settlement class in the *Furlan v. Shell Oil*, No. C967236, Supreme Court of British Columbia, action.
5. The parties agree that Exhibit C (attached) is the definition of the DuPont USA settlement class in the *Couture v. Shell Oil*, No. 200 06-000001-985, Quebec Superior Court of Justice, District of Quebec, action.
6. The parties agree that Exhibit D (attached) is the bar order of the DuPont USA settlement, subject to court approval in the three Canadian actions.
7. The parties agree that the claims resolution facility administering the DuPont USA settlement will preserve all records created, and plumbing and heating components obtained, in the claims process. The facility will also give each claimant in the DuPont USA settlement a caution to document the existence of the polybutylene systems in a property before any replumb or repairs and to preserve all plumbing and heating components removed during any replumb or repairs (to the extent such components are not provided to the claims facility).

Dated: \_\_\_\_\_, 2002

---

SISKIND, CROMARTY, IVEY & DOWLER

---

POYNER BAXTER POYNER

---

BORGIA, DESMEULES, JACQUES

---

E.I. DUPONT DE NEMOURS AND COMPANY

Exhibit A

DUPONT SETTLEMENT CLASS DEFINITION IN *GARIEPY*

The DuPont Settlement Class in *Gariepy v. Shell Oil*, No. 3781/99, Ontario Superior Court of Justice, will be defined as consisting of the following:

All persons and entities, as of the date of first publication of final legal notice of the DuPont settlement approval, (1) who own or who previously owned any improvements to real property or structures in Ontario and any of the Canadian provinces or territories other than British Columbia or Quebec, in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings, and/or (2) who own or who previously owned any improvements to real property or structures in Ontario and any of the Canadian provinces or territories other than British Columbia, in which there is or was during the time of such ownership, a polybutylene heating system with acetal insert fittings.

Excluded from the DuPont Settlement Class in *Gariepy* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems and/or polybutylene heating systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing or heating systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system or polybutylene heating system;
- d. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems or polybutylene heating systems;
- e. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;

- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Gariepy* will consist of the following subclasses:

- a. All persons and entities resident in Ontario, or with a right to recover in Ontario, as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in Ontario;

- b. All persons and entities resident in provinces or territories other than Ontario, Quebec or British Columbia, or with a right to recover in provinces or territories other than Ontario, Quebec, or British Columbia, as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in provinces or territories other than Ontario, Quebec or British Columbia; and

- c. All persons and entities resident in provinces or territories other than British Columbia, or with a right to recover in provinces or territories other than British Columbia, as a result of ownership of a unit with a polybutylene heating system with acetal insert fittings in provinces or territories other than British Columbia.

#### Exhibit B

#### DUPONT SETTLEMENT CLASS DEFINITION IN *FURLAN*

The DuPont Settlement Class in *Furlan v. Shell Oil*, No. C967236, Supreme Court of British Columbia, will be defined as consisting of the following:

All persons and entities, as of the date of first publication of final legal notice of the DuPont settlement approval, who own or who previously owned any improvements to real property or structures in British Columbia in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings and/or a polybutylene heating system with acetal insert fittings.

Excluded from the DuPont Settlement Class in *Furlan* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems and/or polybutylene heating systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing or heating systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system or polybutylene heating system;
- d. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems or polybutylene heating systems;
- e. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;
- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Furlan* will consist of the following subclasses:

- a. All persons and entities resident in British Columbia, or with a right to recover in British Columbia as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in British Columbia; and
- b. All persons and entities resident in British Columbia, or with a right to recover in British Columbia as a result of ownership of a unit with a polybutylene heating system with acetal insert fittings in British Columbia.

Exhibit C

DUPONT SETTLEMENT CLASS DEFINITION IN *COUTURE*

The DuPont Settlement Class in *Couture v. Shell Oil*, No. 200 06-000001-985, Quebec Superior Court of Justice, District of Quebec, will be defined as consisting of the following:

All persons and entities, as of the date of first publication of final legal notice of the DuPont settlement approval, who own or who previously owned any improvements to real property or structures in Quebec in which there is or was during the time of such ownership, a polybutylene plumbing system with acetal insert fittings. Excluded from the DuPont Settlement Class in *Couture* are:

- a. All persons and entities who, in accordance with the terms of this Settlement and the Notice to the Class, have executed and mailed or submitted a timely request for exclusion from the DuPont Settlement Class;
- b. The defendants, any and all manufacturers of polybutylene pipe, fittings and/or components of any and all polybutylene plumbing systems, the parent and any subsidiary, affiliate, or controlled entity of any of them, and the officers, directors, agents and employees of each of them; all persons and entities that have only yard lines made of polybutylene and/or that have polybutylene plumbing systems with only metal fittings;
- c. All persons and entities who as of the date of final court approval of the settlement have pending an individual non-class lawsuit against DuPont in connection with a polybutylene plumbing system;
- e. All persons and entities who otherwise have previously executed a release in favor of DuPont regarding polybutylene plumbing systems;
- f. All persons and entities who otherwise have previously executed a release with, or received relief from, the Consumer Plumbing Recovery Center, the Spencer Claims Facility, or the Plumbing Claims Group;
- f. All persons and entities who had replumbs or repairs done before the date of final court approval, unless the homeowner was not fully reimbursed for the cost of such replumb or repairs;
- g. All governmental entities, municipalities, and industrial systems; and
- h. Any and all claims for personal injury and wrongful death.

The DuPont Settlement Class in *Couture* will consist of the following:

- All persons and entities resident in Quebec, or with a right to recover in Quebec as a result of ownership of a unit with a polybutylene plumbing system with acetal insert fittings in Quebec.

Exhibit D

DUPONT SETTLEMENT BAR ORDER

THIS COURT ORDERS that all claims for contribution, indemnity, or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, GST and costs, relating to polybutylene plumbing and heating systems, which were or could have been brought in the class actions, by any non-settling defendant or any other person or party, against the settling defendant, are barred, prohibited and enjoined in accordance with the following terms, unless such claim is made with respect to a claim brought by a person who has opted-out of the DuPont USA settlement:

- (a) The plaintiffs shall not make joint and several claims against the non-settling defendants but shall restrict their claims to several claims against each of the non-settling defendants such that the plaintiffs shall be entitled to receive only those damages proven to have been caused solely by each of the non-settling defendants;
- (b) The non-settling defendants may obtain an order providing for discovery from the settling defendant as deemed appropriate by the Court; and
- (c) Except as otherwise provided herein, nothing in this judgment shall prejudice or in any way interfere with the rights of the DuPont USA settlement class members to pursue all of their other rights and remedies against the non-settling Defendants.

