

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

GAYL JACKSON, *et al.*

Plaintiffs

v.

VIKING GROUP, INC., *et al.*

Defendants.

Civil Action No.: 8:18-cv-02356-PJM

NOTICE OF CLASS ACTION SETTLEMENT

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Attention: If (a) you owned or occupied real property containing certain Viking VK457 fire sprinklers¹; and/or (b) you paid to replace those sprinklers or for repairs or damages resulting from a non-fire activation of those certain VK457 fire sprinklers, then you should read this Notice of Class Action Settlement because you may be entitled to benefits from a class action settlement.

- A settlement has been proposed in a class action lawsuit against Defendants Viking Group, Inc., The Viking Corporation, and Supply Network, Inc., d/b/a Viking Supplynet (collectively, “Viking” or “Defendants”), that alleges VK457 sprinklers sold between January 1, 2013 and March 31, 2015 (the “Subject Sprinklers”) are defective and can activate in the absence of a fire. Viking denies these allegations and rejects the claim that there is anything wrong with these products, which at all times were certified by all appropriate industry standards, but has agreed to the settlement described in this Notice.
- The Settlement provides for a Replacement Remedy and an Activation Remedy. Under the Replacement Remedy, qualified Settlement Class Members who have or had Subject Sprinklers installed in their structure can have such sprinklers replaced at no cost or can receive a reimbursement for Subject Sprinklers they paid to replace. Under the Activation Remedy, a Settlement Class Member may qualify for monetary benefits under the Settlement for reasonably proven and unreimbursed reasonable costs incurred in connection with: (a) expenses paid to remediate water damage as a direct result of a non-fire activation, (b) expenses paid to repair or replace property damaged as a direct result of a non-fire activation, (c) the material and labor costs reasonably necessary to bring the structure and its contents back to the same finish and quality as existed before a non-fire activation, and (d) alternative lodging and meals for those displaced by a non-fire activation for a duration not to exceed the amount of time reasonably necessary to return the home to a condition for occupancy.
- The proposed Settlement has been preliminarily approved by the Court. This Notice provides information about the Lawsuit, the Settlement, and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. A federal court authorized the sending of this Notice to you. This is not a solicitation.

¹The definition of any capitalized term not defined herein can be found in the Settlement Agreement which can be downloaded at the Settlement Website: www.vk457sprinklersettlement.com.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	To receive a Replacement Remedy or an Activation Remedy, you must submit a Claim Form by the deadlines described below and listed on the Settlement Website, www.vk457sprinklersettlement.com .
Request Exclusion/ Opt-Out Deadline: June 5, 2020	This option, described in detail below, allows you to sue or continue to sue Viking regarding claims that the Subject Sprinklers are defective. If you opt-out, you will not be bound by any of the terms of the Settlement but you will also not be entitled to submit a Claim Form for benefits under the Settlement.
Object Deadline: June 5, 2020	You are entitled to submit a written objection telling the Court what you do not like about the Settlement pursuant to the procedures described in detail below.
Attend The Final Approval Hearing Scheduled for July 21, 2020	You are entitled to attend the Final Approval Hearing at which time the Court will consider whether to grant final approval of the Settlement.
Do Nothing	If you are a Settlement Class Member and do nothing, you will be bound by the terms of the Settlement if it is approved by the Court, whether or not you submit a Claim Form, and you will be subject to the Release set forth in the Settlement.

- The date and time of the Final Approval Hearing is subject to modification by the Court so please check the Settlement Website at www.vk457sprinklersettlement.com for updates.

1. Why was this notice issued?

The United States District Court for the District of Maryland, the federal court overseeing the Lawsuit and that preliminarily approved the Settlement, authorized this Notice to inform you about the Settlement and your options before it decides whether to grant final approval of the Settlement. Further information about the Settlement can be found at www.vk457sprinklersettlement.com.

2. What is the lawsuit about?

In this Lawsuit, the Plaintiffs alleged individual and class action claims against Viking asserting that the Subject Sprinklers are defective and prone to activate in the absence of a fire. The term “Lawsuit” means *Jackson, et al. v. Viking Group, Inc., et al.*, No. 8:18-cv-02356-PJM (D. Md.). A copy of the Complaints filed in the Lawsuit can be read at the Settlement Website, www.vk457sprinklersettlement.com.

Viking rejects the claims and allegations in the Lawsuit, including that the Subject Sprinklers are defective. Viking further denies that it violated any law, engaged in any wrongdoing, or owes any liability in this case to Plaintiffs or anyone else. Viking is settling to avoid the expense, inconvenience, risk, and disruption of further litigation. The Settlement is not an admission of any liability.

The Court has not decided that Viking violated any laws. This Notice is not an expression of any opinion by the Court on the claims alleged in the Lawsuit.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

Please note that the Settlement does not include any claims for personal injury and does not release any such claims of Settlement Class Members to the extent such claims exist.

3. Background of the litigation.

The original Complaint in the Lawsuit was filed on July 31, 2018. During this period, the Parties have engaged in discovery, including, without limitation, the production and review of over 79,500 pages of documents.

The Parties also engaged in an alternative dispute resolution (“ADR”) process, which included an in-person mediation session overseen by a retired judge. Through this extensive process, which included ADR-related discovery, and further numerous communications among counsel for the Parties over the course of many months, the Parties finally reached the Settlement described and summarized in this Notice, and memorialized in the Settlement Agreement, which can be read at the Settlement Website, www.vk457sprinklersettlement.com.

4. Who is included in the Settlement?

The term “Settlement Class” is defined in the Settlement Agreement as:

All Persons that currently or at any time previously have owned a residential or commercial structure in the United States while it contains or contained Subject Sprinklers or while the structure sustained water damage from a non-fire activation of a Subject Sprinkler, including their spouses, joint owners, heirs, executors, administrators, mortgagees, residents, tenants, creditors, lenders, predecessors, successors, trusts and trustees, and assigns (“Occupant Persons”); as well as all Persons who have standing and are entitled to assert a claim on behalf of any such Occupant Persons, such as, but not limited to, a builder, contractor, installer, distributor, seller, subrogated insurance carrier, or other Person who has claims for contribution, indemnity or otherwise against Viking based on claims for a non-fire activation of a Subject Sprinkler with respect to such residential or commercial structures. The Settlement Class includes all Persons who subsequently purchase or otherwise obtain an interest in a property covered by this Settlement without the need of a formal assignment by contract or court order.

Excluded from the Settlement Class are: (i) Viking, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which Viking has a controlling interest; (ii) the judge presiding over the Lawsuit; and (iii) local, municipal, state, and federal governmental entities.

The term “Subject Sprinklers” means Viking VK457 fire sprinklers sold between January 1, 2013 and March 31, 2015.

5. How do I know if my residence or building has these products?

The Settlement Website will include suggestions and pictures to help you identify the Subject Sprinklers.

The Subject Sprinklers have not been sold since March 31, 2015.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

6. What remedies are available under the Settlement?

The Settlement shall provide the following remedies to Eligible Claimants who submit a valid and timely Claim Form to the Settlement Administrator:

Activation Claims. Activation Claims are those that are based upon non-fire activations that occurred between the Objection and Opt-Out Deadline and two (2) years after the Effective Date. Such Claims must be submitted to the Settlement Administrator by 180 days after the non-fire activation. Eligible Claimants shall receive 70% of their Reasonably Proven Property Damage.

Replacement Claims. Replacement Claims are those in which Eligible Claimants choose to have their Subject Sprinklers replaced with a Viking VK494 fire sprinkler or a reasonably equivalent Viking fire sprinkler of equal or greater quality (“Replacement Sprinklers”). Such Claims must be submitted to the Settlement Administrator by eighteen (18) months after the Effective Date. Replacement Sprinklers will be installed by contractors selected and retained by Viking at **no cost** to the Settlement Class Member for the associated materials and labor. Settlement Class Members who paid to replace Subject Sprinklers prior to April 6, 2020, can file a Replacement Claim for unreimbursed out of pocket costs up to a maximum amount of \$35.00 per Subject Sprinkler replaced, inclusive of costs of materials and labor.

7. What is the definition of a non-fire activation?

The term “non-fire activation” means an activation of a Subject Sprinkler in the absence of fire. Non-fire activations that are the sole result of physical damage to the Subject Sprinkler will not be eligible for an Activation Claim.

If a Claimant wishes to appeal the Settlement Administrator’s rejection of a Claim on the basis of whether the Claim presents a non-fire activation, then the appeal must be submitted to the Special Master within ten (10) calendar days of the rejection according to the procedures specified in the Settlement Agreement. The decision of the Special Master will be final. If a Claimant wishes to appeal the Settlement Administrator’s rejection of a claim on any other ground, then the appeal must be submitted to the Settlement Administrator for binding resolution consistent with the procedures set forth in the Settlement Agreement. Additional information about the appeal mechanisms and process can be found at the Settlement Website, www.vk457sprinklersettlement.com.

8. How do I submit a Claim Form?

To be eligible to receive any of the remedies described above, you must complete and submit a valid and timely Claim Form. Your Claim Form and supporting documentation may be submitted:

- online through the claim portal located on the Settlement Website, www.vk457sprinklersettlement.com;
- by email to the Settlement Administrator using the email address info@vk457sprinklersettlement.com; or
- by U.S. Mail to the Settlement Administrator using the address: P.O. Box 3127, Portland, OR 97208-3127.

Claim Forms are available for download at www.vk457sprinklersettlement.com, and are also available by email or by writing to the Settlement Administrator using the information above.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

The deadline for submitting an Activation Claim is two (2) years after the Effective Date. The deadline for submitting a Replacement Claim is eighteen (18) months after the Effective Date.

Please check the Settlement Website at www.vk457sprinklersettlement.com for updates regarding the Effective Date and corresponding Claim Form Deadline dates. **In any event, please file your Claim Form as soon as possible.**

9. What are the Released Claims?

Release. Upon the Effective Date and subject to the limited exclusions set forth below, all Settlement Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys, representatives, and any and all persons who seek to claim through or in the name or right of any of them (but excluding any Person who timely opted out of the Settlement with regard to the specific structures opted out) (the “Releasing Parties”), release and forever discharge (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), Viking, its administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, and any sales agents and distributors, wholesalers, retailers, installers, home builders, contractors, developers, engineers, architects, and any other product or service provider or any other party in the chain of distribution who distributed, specified, recommended, sold, and/or installed the Subject Sprinklers; and all of the foregoing Persons’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives (collectively, the “Released Parties”), from each and every claim of liability, on any legal or equitable ground whatsoever, including relief under federal law or the laws of any state, regarding or related to the Subject Sprinklers, including without limitation all past, present, or future claims, damages, or liability on any legal or equitable ground whatsoever, and regardless of whether such claims might have been or might be brought directly, or through subrogation or assignment or otherwise, on account of or related to the Subject Sprinklers, which were alleged or could have been alleged in the Complaints filed in the Lawsuit. The releases provided for herein are as a result of membership as a Settlement Class Member, the Court’s approval process herein, and occurrence of the Effective Date, and are not conditional on receipt of replacement sprinklers or any payment or other remedy by any particular member of the Settlement Class. This Settlement Agreement and the releases provided for herein shall not and are not intended to release the claims of the Settlement Class Members against the suppliers of raw materials, components, or ingredients used in the manufacture of the Subject Sprinklers, which the Settlement Class Members hereby fully and forever assign, transfer, and convey to Viking. For purposes of any claims by Viking against the suppliers of raw materials, components, or ingredients used in the manufacture of the Subject Sprinklers, should such supplier seek to join any Settlement Class Member in such a claim, Viking shall defend, indemnify, and hold harmless the Settlement Class Member from any and all claims of any such supplier against the Settlement Class Member.

Exclusions from Release. All personal injury claims are expressly excluded from the Release. Moreover, claims for damages associated with non-fire activations of a Subject Sprinkler that occurred on or before the Objection and Opt-Out Date are not eligible for an Activation Claim and are excluded from the Release.

10. Who is class counsel?

In its Preliminary Approval Order, the Court appointed Sauder Schelkopf LLC (www.sauderschelkopf.com) and Kramon and Graham PA (www.kramonandgraham.com), as Class Counsel to represent Plaintiffs and the Settlement Class Members. You will not be charged for these

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

lawyers. If you wish to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is set forth below:

Joseph G. Sauder & Joseph B. Kenney Sauder Schelkopf LLC 1109 Lancaster Avenue Berwyn, PA 19312 Telephone: (888) 711-9975 Email: info@sstrialawyers.com	James P. Ulwick Kramon & Graham PA One South St Ste 2600 Baltimore, MD 21202 Telephone: (410) 752-6030 Email: julwick@kg-law.com
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11. Class counsel's attorneys' fees and costs.

Within the time period established by the Court and no later than fourteen (14) days prior to the Objection and Opt-Out Deadline, Class Counsel will file a Motion for Approval of Attorneys' Fees, Cost and Service Awards to be paid by Viking, which shall be included on the Settlement Website. Class Counsel in the Lawsuit shall apply for the following: (a) attorneys' fees and costs not to exceed \$2,950,000 and (b) service awards of \$3,000 for Gayl Jackson (which shall also represent a per-household limitation) and a service award of \$1,000 for Michelle Ebner and for Denise Turner (which shall also represent a per-household limitation), in recognition of their time, costs and effort in the Lawsuit in, for example and as applicable, producing documents and information to Class Counsel, among many other representative duties and services performed.

12. How do I opt out of the Settlement?

Settlement Class Members may submit a Request for Exclusion from (*i.e.*, "opt-out" of) the Settlement to preserve their own individual rights to sue or continue to sue Viking with respect to the Subject Sprinklers. A member of the Settlement Class who submits a Request for Exclusion cannot object to the Settlement and is not eligible to receive any benefits under the Settlement.

To validly request exclusion from the Settlement Class, a member of the Settlement Class must submit a written request to opt out to the Settlement Administrator so that it is postmarked by **June 5, 2020**, stating that "I wish to exclude myself from the Settlement Class in the Viking Lawsuit Class Action Settlement" (or substantially similar clear and unambiguous language). That written request shall contain the Settlement Class member's printed name, address, telephone number, email address, and date of birth. The Request for Exclusion must contain the actual written signature of the Settlement Class member seeking to exclude himself or herself from the Settlement Class. Requests for Exclusion cannot be made on a group or class basis, except that joint owners of the same residence or structure may opt out by using the same form so long as it is individually signed by each joint owner.

All Requests for Exclusion must be sent to the Settlement Administrator at the following address:

Class Action Opt-Outs
Attn: Viking Class Action Settlement
P.O. Box 3127
Portland, OR 97208-3127

Those Persons falling within the definition of the Settlement Class as "Persons who have standing and are entitled to assert a claim on behalf of any such Occupant Persons" need not file a separate Request for Exclusion for each residential and/or commercial structure for which they meet this definition so long as they identify each such structure for which they are opting out in their Request for Exclusion;

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

provided, however, that any such Persons cannot opt out for purposes of some structures but remain in the Settlement Class for others.

Any Settlement Class Member who does not submit a valid and timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and judgments in this Lawsuit, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against Viking or any Released Party relating to a Released Claim.

13. How to object to the Settlement?

Any Settlement Class Member who does not submit a written Request for Exclusion may present a written objection to the Settlement explaining why he or she believes that the Settlement Agreement should not be approved by the Court. A Settlement Class Member who wishes to submit an objection must deliver to the Settlement Administrator so that it is postmarked by **June 5, 2020**, a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention. All written Objections must be sent to the Settlement Administrator at the following address:

Class Action Objections
Attn: Viking Class Action Settlement
P.O. Box 3127
Portland, OR 97208-3127

That written statement shall contain (a) the Settlement Class Member's printed name, address, telephone number, email address (if any), and date of birth; (b) evidence showing that the objector is a Settlement Class Member, including the address of the residence or structure that contains or contained a Subject Sprinklers and proof that the residence or structure contains or contained a Subject Sprinkler (photographs, contemporaneous installation records, *etc.*); (c) any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection; (d) the actual written signature of the Settlement Class Member making the objection; and (e) a statement whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Final Approval Hearing.

A Settlement Class Member may object on his or her own behalf or through an attorney; however, even if represented, the Settlement Class Member must individually sign the objection and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Counsel for the Parties may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

If a Settlement Class Member or counsel for the Settlement Class Member who submits an objection to this Settlement has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which they have filed an objection by caption, court and case number, and for each case, the disposition of the objection.

Any objector who files and serves a timely written objection as described above may appear at the Final Approval Hearing, either in person at their own expense or through personal counsel hired at the objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement on the basis set forth in his or her objection. As noted above, objectors or their attorneys who intend to make an appearance at the Final Approval Hearing must state their intention to appear in the objection delivered to the Settlement Administrator.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com

14. When and where is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on **July 21, 2020, at 11:00 a.m.**, at the United States District Court for the District of Maryland at 6500 Cherrywood Lane, Suite 475A, Greenbelt, MD 20770, before Judge Peter J. Messitte, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them at that time. The Court will also consider at this time Class Counsel's Motion for Attorneys' Fees, Costs and Service Awards.

Important: The date and time of the Final Approval Hearing is subject to modification by the Court so please check the Settlement Website at www.vk457sprinklersettlement.com for updates.

Please note that Class Counsel is working on your behalf and will answer any questions that the Court may have about the Settlement. You are welcome to attend the Final Approval Hearing but your appearance is not necessary to receive any benefits available under the Settlement.

15. How do I get more information?

This Notice only summarizes the Settlement. The full Settlement Agreement and Exhibits (including copies of this Notice and the Claim Form) are located on the Settlement Website, www.vk457sprinklersettlement.com.

If you need more information or have any questions, you may contact the Settlement Administrator via the Settlement Website, www.vk457sprinklersettlement.com, by toll-free telephone at 1-855-951-0810, or by email at info@vk457sprinklersettlement.com.

PLEASE DO NOT WRITE OR CALL THE COURT, THE CLERK OF THE COURT, VIKING, OR COUNSEL FOR VIKING FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

Questions? Call 1-855-951-0810 or visit www.vk457sprinklersettlement.com